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ORDER FOR RELIEF

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KEENAN G. CASADY, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SANTA ROSA, CA.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re)	Case No. 95-10911 aj
)	
GERALD ARMSTRONG,)	Chapter 7
)	
Debtor)	Adv. No. 95-1164
)	
)	GERALD ARMSTRONG'S
)	SECOND AMENDED ANSWER
CHURCH OF SCIENTOLOGY)	
INTERNATIONAL, a California non-)	
profit religious corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
GERALD ARMSTRONG,)	
)	
Defendant.)	

INTRODUCTION

Plaintiff Scientology organization has been judicially declared paranoid and schizophrenic. Scientology's paranoia and schizophrenia are a reflection of its founder L. Ron Hubbard. Hubbard was judicially declared to be a pathological liar, greedy, lustful of power, vindictive, and aggressive against persons he perceived as disloyal or hostile. Out of his paranoia and schizophrenia, Hubbard concocted and adopted a philosophy and practice of opportunistic hatred as his way of dealing with persons so perceived. Out of his paranoia and schizophrenia

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INTRODUCTION

Plaintiff Scientology organization has been judicially declared paranoid and schizophrenic. Scientology's paranoia and schizophrenia are a reflection of its founder L. Ron Hubbard. Hubbard was judicially declared to be a pathological liar, greedy, lustful of power, vindictive, and aggressive against persons he perceived as disloyal or hostile. Out of his paranoia and schizophrenia, Hubbard concocted and adopted a philosophy and practice of opportunistic hatred as his way of dealing with persons so perceived. Out of his paranoia and schizophrenia

1 Hubbard targeted and labelled persons so perceived "suppressive
2 persons," (or "SPs") and "enemies." At a certain point Hubbard
3 called his philosophy and practice of opportunistic hatred, "fair
4 game," and he formed an organization, which he called a "church,"
5 to carry out his "fair game" intentions, plans, programs,
6 operations and orders. He used the resources and personnel of
7 the Scientology organization to carry out antisocial and criminal
8 acts against individuals and groups designated as "enemies."
9 Hubbard's "fair game" policy, which has been several times
10 judicially condemned, states: "ENEMY - SP Order. Fair game. May
11 be deprived of property or injured by any means by any
12 Scientologist without the discipline of the Scientologist. May
13 be tricked, sued or lied to or destroyed." Out of his paranoia
14 and schizophrenia Hubbard further instructed his "church" to use
15 society's legal systems to harass and ruin perceived "SPs" or
16 "enemies." It has been judicially declared that his Scientology
17 organization has a history of violating and abusing its own
18 members' civil rights, and harassing and abusing those persons
19 not in the organization whom it perceives as enemies. It has
20 been judicially declared that the Scientology organization is
21 fully capable of intimidation or other physical or psychological
22 abuse if it suits their ends. Hubbard and Scientology, while
23 knowing that defendant Armstrong was neither an "SP" nor an
24 "enemy," as said terms are used and defined in Scientology's
25 policies, orders and other writings, so labelled him, and
26 subjected him to "fair game" until Hubbard died in 1986.
27 Scientology's new leader David Miscavige has continued its "fair
28 game" doctrine until the present, and his Scientology
organization continues to the present to label and target

1 Armstrong as an "SP," an "enemy," and "fair game." The instant
2 complaint by Scientology is the product of Miscavige's and
3 Scientology's paranoia and schizophrenia manifested in their
4 "fair game" doctrine and attacks. Miscavige and Scientology have
5 known throughout the time period covered by the matters herein of
6 the judicial condemnation of "fair game." Miscavige and
7 Scientology are harassing Armstrong with judicial enforcement of
8 an illegal and evil contract, his signature on which they
9 obtained by extortion, fraud and the abuse of his common decency
10 and trust. From the time of signing of said contract to the
11 present, Miscavige and Scientology have subjected Armstrong to a
12 campaign of covert and overt character assassination (which
13 Scientology calls "black propaganda"), stalking, threat, lies and
14 litigation. Scientology has a reputation in its legal affairs
15 for dirty tricks, threat, dishonesty, deception, attrition and
16 overwhelm which is widely known and feared by this country's
17 attorneys and by the media. Scientology also has a widely known
18 reputation for using bullying and dishonest private investigators
19 to harass perceived opponents pursuant to "fair game" and for
20 shielding their aggressive and corrupt activities behind the work
21 product privilege of corrupt attorneys. All of Armstrong's
22 actions which Scientology claims are breaches of its "contract"
23 were in logical, legal response to Miscavige's and Scientology's
24 dangerous and damaging "fair game" activities. Armstrong's
25 actions have all been justified and privileged, and Scientology
26 has not been damaged in any way by his actions. The instant
27 complaint is one part of Miscavige's and Scientology's program to
28 misuse the legal system to harass and ruin Armstrong.

Miscavige's and Scientology's misuse of the legal system is one

1 front in their war on Armstrong, the purpose of which is his
2 demise. This is not a purpose for which the legal system and the
3 nation's courts may be used.

4 For the fleeting illusion of power and wealth Hubbard sold
5 his soul to the world's dark force of evil. Out of his paranoia
6 and schizophrenia Hubbard considered himself anti-Christ and
7 devised an anti-Christian philosophy and organization to achieve
8 his anti-Christian goals of world power and wealth. Armstrong is
9 a Christian. Armstrong believes he has been called by God to
10 bring His Light to Scientology's benighted and enslaved souls.
11 Armstrong believes his experiences are God's and that he cannot
12 be silenced by man's courts concerning his experiences or about
13 Scientology's dark, secret and anti-Christian nature. Armstrong
14 believes that Scientology is dangerous to himself, others, to
15 wisdom, and to goodness itself, and that Scientology's
16 dangerousness is reduced by bringing its dark, secret and anti-
17 Christian nature to light, and by not succumbing to the threat
18 and of its evil "fair game" doctrine.

19 HISTORY

20 Armstrong was in Scientology from 1969 through 1981.
21 Throughout those years he believed Hubbard's and Scientology's
22 public representations about their history, credentials,
23 research, and benevolent intentions. Armstrong accepted
24 Hubbard's and Scientology's guarantees of higher intelligence,
25 greater freedom, increased abilities and elevated ethics that
26 they made for their psychological processing, or "auditing."
27 Armstrong gave Hubbard and Scientology his allegiance, support
28 and life, which Hubbard and Scientology, out of their paranoia
and schizophrenia, systematically and callously abused.

1 From 1971 through 1981 Armstrong was in the Sea
2 Organization, one of the two administration and power arms
3 through which Hubbard controlled Scientology around the world.
4 The other power arm of Scientology that Hubbard used to maintain
5 control was the Guardian's Office, headed by his wife Mary Sue
6 Hubbard. Armstrong worked with Hubbard for four years on his
7 ship, the "Apollo," and held the positions of public relations
8 officer, legal officer and intelligence officer. Armstrong later
9 was in charge of Hubbard's telex and mail traffic at a base in
10 Florida, and then Hubbard's household staff at a base in southern
11 California. Throughout his Sea Org experience Armstrong gained a
12 knowledge of organization structure, function, control, finances,
13 personnel, policies and operations. During 1980 and 1981
14 Armstrong assembled an archive of Hubbard's personal records,
15 correspondence and writings of all kinds, and did the research
16 for a Hubbard biography. Armstrong provided Hubbard's personal
17 archive materials to non-Scientologist writer Omar V. Garrison
18 who had been contracted to write the biography.

19 Through his study of Hubbard's archive, and the
20 integration of his knowledge and experiences gained throughout
21 his years in Scientology, Armstrong discovered and documented the
22 fact that Hubbard and Scientology had systematically and
23 callously lied in their public representations about their
24 history, credentials, research, benevolent intentions, and
25 guarantees for auditing. Armstrong discovered and documented the
26 facts that Hubbard claimed to be a civil engineer and nuclear
27 physicist who excelled in his university education; yet he had
28 actually failed his few courses in physics and dropped out of
 university without completing his second year. Armstrong

1 discovered and documented the facts that Hubbard claimed that it
2 was a matter of medical record that he had twice been pronounced
3 dead; yet no such incidents had happened beyond Hubbard's
4 admitted nitrous oxide hallucination of his death during a tooth
5 extraction. Armstrong discovered and documented the facts that
6 Hubbard claimed that his naval service was glorious, that he had
7 been crippled and blinded in action, and that he had cured
8 himself at the war's end of his battle wounds with his new mental
9 technology "Dianetics;" yet Hubbard's naval career was something
10 different from glorious, he was not crippled nor blinded in
11 action, he feigned his medical conditions to get out of the
12 service and to obtain a disability pension, and, decades after he
13 claimed to have cured himself and, to everyone's amazement, have
14 been given a perfect score on a mental and physical tests, he
15 continued to draw a disability pension for his feigned injuries.

16
17 Armstrong discovered that Hubbard lied about his family,
18 including falsely denying his bigamous second marriage and the
19 paternity of his second daughter. Armstrong discovered that
20 Hubbard, while claiming to have been sent by the US Navy into a
21 black magic ring to break it up, had actually been a participant
22 in the black magic cult and its rituals, including a blood
23 ritual. Armstrong discovered that Hubbard, while claiming to
24 have based and developed Scientology on his pure scientific
25 research, had actually based and developed it on his decision
26 for, and use of, neo-satanic power, for which he had joined the
27 black magic cult, then headed by the "great beast," Aleister
28 Crowley.

Armstrong discovered that Hubbard's claims of altruistic

1 and benevolent motives, that, e.g., he, his philosophy and
2 organization were working to free mankind, were false. When
3 starting Dianetics and Scientology Hubbard programmed himself
4 with the command that all men were his slaves, and through the
5 ensuing years treated them as such. Armstrong discovered that
6 Hubbard was greedy, lustful of power, vindictive, and aggressive
7 against persons he perceived as disloyal or hostile. Armstrong
8 discovered that contrary to Hubbard's and Scientology's
9 assertions that Hubbard received no money from Scientology and
10 was paid less than an average staff member, Hubbard had control
11 of all Scientology monies and bank accounts and had unilaterally
12 transferred many millions of dollars to his own accounts.

13 Armstrong discovered that Hubbard's and Scientology's system
14 of "ethics" and "justice" procedures, were neither ethical nor
15 just, but was really a kangaroo court system which served
16 Hubbard's purposes of maintaining ironfisted, dictatorial
17 control, obliterating any criticism, and keeping staff members
18 and Scientologists in fear and suppressed. Armstrong discovered
19 that Hubbard's promise of an increase in intelligence quotient of
20 one point per hour of auditing was false (Armstrong had by then
21 had over one thousand hours) and that in fact the further one
22 went on in Scientology the less intelligent one became.
23 Armstrong discovered that contrary to Hubbard's and Scientology's
24 promise of the sanctity and confidentiality of statements made by
25 people being audited, these statements were not kept confidential
26 but could be and were used by Hubbard and Scientology to control
27 and harm the people if it served Hubbard's and Scientology's
28 antisocial purpose.

Armstrong discovered that Hubbard's and Scientology's

1 promise of higher ethical standards as a result of undergoing
2 auditing and adherence to Scientology was false and that auditing
3 and Scientology produced in the adherents who had risen to the
4 apex of its organizational pyramid dishonesty, stupidity,
5 antisocialness and aggressiveness. Armstrong discovered that
6 contrary to Hubbard's and Scientology's assertion that auditing
7 and other Scientology practices kept families together and
8 improved marital relations, in fact they turned parents and their
9 children against each other and broke families apart. Armstrong
10 discovered that contrary to Hubbard's and Scientology's assertion
11 that auditing made people sane and able, cured diseases such as
12 cancer and guaranteed superior physical health, there was in fact
13 an inordinate number of suicides and psychotic episodes among
14 people who had been audited and all auditees were generally
15 delusional. Scientologists were as sick and died of cancer and
16 other diseases as readily as anyone else, and were generally
17 unhealthy. Armstrong discovered that Hubbard himself was
18 addicted to drugs, in poor physical health, and often
19 pathologically sullen or enraged, and Armstrong knew that Hubbard
20 and Scientology hid these conditions from the world. Armstrong
21 discovered that rather than admitting the damage and failures of
22 auditing Hubbard and Scientology attacked any critics and
23 attacked the persons who had been damaged. Armstrong discovered
24 that Hubbard had relabeled his "psychotherapy" a "religion" to
25 avoid having to make good on his "scientific guarantees."
26 Hubbard called this idea the "religion angle."

27 Armstrong discovered that Hubbard and Scientology
28 consistently lied in judicial proceedings and required that their
adherents lie for them, including lying about Hubbard's control

1 of Scientology, his control of Scientology funds, his control of
2 the Guardian's Office intelligence operations(11 GO staff,
3 including Mary Sue Hubbard, were convicted of Federal crimes and
4 sentenced to prison as a result of an FBI raid on Scientology's
5 intelligence bureaus in 1977) organization structure, the
6 organization's ability to communicate with Hubbard, their
7 intentions, and neo-satanic origins, attitude and practices.
8 Armstrong discovered that Hubbard and Scientology, rather than
9 face the truth about their origins, attitude and practices,
10 sought to subvert the justice system through dirty tricks, lies,
11 threat, deception, attrition and overwhelm.

12 Armstrong discovered that he had been brainwashed by Hubbard
13 and Scientology, and that Scientologists everywhere are subjected
14 to the identical brainwashing. Armstrong discovered that he had
15 been cruelly abused by Hubbard and Scientology, and that
16 Scientologists everywhere are similarly abused. Armstrong
17 discovered that Hubbard and Scientology uses a system of
18 punishment, fear, control of language, control of information,
19 control of environment, time and human contact, electronic-
20 assisted interrogations, imprisonment, and control of thought,
21 which is able to achieve complete dominion over the minds and
22 lives of Scientologists to their detriment. It brings them to
23 support, defend and give their lives to the very spiritless
24 system which hates them and means them harm. Armstrong
25 discovered that the truth concerning Hubbard's and Scientology's
26 origins, history, actual intentions, practices, operations and
27 efficacy was kept from Scientologists, and that anyone who sought
28 to bring that truth to Scientologists was ruthlessly attacked.

When Armstrong sought while inside to have Scientology

1 correct its lies and abuses he was threatened and attacked. He
2 left Scientology and was declared an "SP" and became "fair game."
3 Hubbard's and Scientology's black propaganda "SP Declare" on
4 Armstrong falsely accused him of crimes and lying about Hubbard.
5 Hubbard personally ordered that Armstrong be destroyed.
6 Armstrong contacted Boston attorney Michael J. Flynn. Armstrong
7 obtained documents from Garrison which he thought would be needed
8 to defend himself, and he sent these to Flynn.

9 From 1982 through 1984 Scientology's "fair game" acts toward
10 Armstrong included spying on him and his wife; hiring private
11 investigators to spy on and harass them; having a private
12 investigator assault Armstrong, and another hit him with a car
13 and attempt to involve him in a freeway "accident;" suing him;
14 attempting to have him falsely charged with theft; subjecting him
15 to a black propaganda and stalking campaign. Armstrong filed a
16 cross-complaint against Scientology for fraud and intentional
17 infliction of emotional distress.

18 In 1984, following a thirty day trial in Los Angeles
19 Superior Court, a decision was rendered by Judge Paul G.
20 Breckenridge, Jr. in Armstrong's favor in Scientology's case from
21 which his cross-complaint had been severed. This decision, which
22 was affirmed on appeal in 1991, is attached hereto as Exhibit A.

23 After the 1984 trial through 1986 Scientology's "fair game"
24 acts toward Armstrong included a Scientology private investigator
25 threatening to murder him; filing false contempt of court charges
26 against him; attempting to have the FBI charge him based on false
27 information; attempting to have the Los Angeles District Attorney
28 bring charges against him based on false information; culling and
disseminating his statements made in auditing; paying agents to

1 write false affidavits against him; using his friends to set him
2 up in a covert intelligence operation; illegally videotaping him;
3 attempting to entrap him in commission of a crime; subjecting him
4 to further black propaganda, including international publications
5 falsely accusing Armstrong of crimes against humanity.

6 Scientology also subjected attorney Flynn to years of "fair
7 game," which included suing him or his office more than a dozen
8 times; infiltrating his office; threatening his career and
9 family; paying known criminals for declarations falsely accusing
10 him of crimes; framing him with a crime; attempting his
11 assassination; and subjecting him to an international stalking
12 and black propaganda campaign.

13 In late 1986, out of desperation to get away from the threat
14 of Scientology's "fair game" operations, Flynn agreed with
15 Scientology to a "global settlement" of all of the cases in which
16 he was then involved against the organization, including
17 Armstrong's cross-complaint, then set for trial at the beginning
18 of 1987. Flynn was to be paid a lump sum which he was to divide
19 between his clients and himself. Armstrong agreed to a monetary
20 figure with Flynn to settle his cross-complaint. Scientology and
21 Flynn worked out and agreed to the language of the settlement
22 documents before Armstrong, who was then working for Flynn, was
23 shown any papers. Armstrong was flown from Boston to Los
24 Angeles, and other Flynn clients were flown to Los Angeles for
25 the settlement, before Armstrong saw the documents he was
26 expected to sign, and was told by Flynn that Scientology would
27 not change the documents. Armstrong was broken hearted when he
28 read the settlement documents. He had not been involved in any
negotiations or settlement discussions, and he felt ganged up on.

1 He protested to Flynn that it was impossible to live by the
2 "settlement contract;" that he would not agree to the \$50,000 per
3 statement liquidated damages clause; that the contract was just
4 more "fair game." Flynn stated to Armstrong in response to
5 Armstrong's protest that the settlement contract "isn't worth the
6 paper it's printed on;" that Armstrong couldn't "contract away
7 [his] constitutional rights;" that "it's unenforceable." Flynn
8 pointed out to Armstrong the clauses concerning Armstrong's
9 dismissal of his cross-complaint and his release of Scientology
10 up to that date; and Flynn told Armstrong, "That's what they're
11 paying you for." Flynn said that all of his clients, some twenty
12 people, were depending on Armstrong to sign; that most had
13 already signed and if Armstrong didn't sign everyone would be
14 subjected to more "fair game;" that Scientology had ruined
15 Flynn's marriage and life and he had to get out of the
16 litigation; that Scientology would continue to make Armstrong's
17 life miserable. Flynn said that Scientology had promised to
18 cease all "fair game" attacks on Armstrong and everyone else, and
19 that the purpose of the "settlement contracts" was to give
20 Scientology the opportunity they said they needed to "turn over a
21 new leaf." In order to relieve everyone involved from the threat
22 of "fair game," to give Scientology the opportunity they said
23 they needed to reform, and because of his faith in God, and the
24 confirmation by Flynn that the "contract" was unenforceable,
25 Armstrong did go through the spectacle of a videotaped signing.

26 Following the settlement, and before Armstrong responded in
27 any way, Scientology continued to subject him to "fair game,"
28 including filing affidavits accusing him of crimes and of being
an agent provocateur of the United States government; publishing

1 distorted versions of his Scientology history; using documents
2 which Scientology had requested be sealed in the Armstrong case
3 to attack him; distributing copies of edited versions of the
4 illegal videotapes of Armstrong to the media internationally; and
5 threatening him six times with being sued if he responded to any
6 attacks. Scientology also continued to subject other people to
7 "fair game," in violation of its promise through Flynn that it
8 was ceasing all "fair game" activities.

9 Armstrong attempted to live by the spirit of settlement, and
10 although deeply saddened and threatened by Scientology's
11 continuing attacks had not responded, but had tried to live his
12 life away from the Scientology "fair game" war. Armstrong wrote,
13 drew, had remarkable ideas, and formed The Gerald Armstrong
14 Corporation with wonderful hopes and great expectations. In late
15 1989, however, after a series of threats from Scientology lawyer
16 Lawrence Heller following Armstrong's being served with a
17 deposition subpoena in a case against the organization, Armstrong
18 concluded that he had to do something to defend himself, and to
19 correct what he saw as an obstruction of justice, which the
20 "settlement contracts" and Scientology's enforcement thereof were
21 working in the legal arena. Heller threatened Armstrong that if
22 Armstrong testified about his knowledge of Hubbard and
23 Scientology, even though Armstrong had been subpoenaed to
24 testify, Scientology would consider such testimony a breach of
25 the "contract" and would sue him. Armstrong researched his
26 rights and responsibilities and concluded that he had a duty to
27 oppose known obstruction of justice. Armstrong petitioned the
28 California Court of Appeal to be able to file a response in the
appeal Scientology had been able to maintain from the

1 Breckenridge decision. Armstrong's filings in the Court of
2 Appeal in 1990 contain his declaration detailing Scientology's
3 post-settlement torts and violations. The Court of Appeal
4 granted Armstrong's petition, he filed a respondent's brief, and
5 the Court affirmed Breckenridge. Following the California
6 Supreme Court's denial of review, Scientology filed a motion in
7 the Court of Appeal to seal the record on appeal. Armstrong
8 opposed the motion, and the Court of Appeal denied it. The
9 complete trial transcript, which contains ten days of Armstrong's
10 testimony about his Scientology experiences up to 1984, is a
11 public document.

12 In August, 1990 Armstrong was greatly moved by the buildup
13 in the Middle East toward war, and the general condition of man.
14 Armstrong prayed to God for guidance as to what he should do, and
15 received the word of God to give away his worldly wealth.
16 Armstrong gave his possessions to those whom he believed had a
17 need for them as put in his heart by God, forgave debts owed to
18 him, and determined to go where God would have him go and do what
19 God would have him do; which he believed was to help where his
20 help was asked for. For the next year God had Armstrong, inter
21 alia, offer himself to resolve the Middle East conflict, do some
22 house painting and carpentry work, deal with the pending appeal,
23 attempt to correct Scientology's subversion of the legal system,
24 agree to help the victims of Scientology who asked for his help,
25 and offer himself to resolve the Scientology conflict in which he
26 had been drawn by Scientology's attacks.

27 Scientology's "fair game" attacks on Armstrong following his
28 responding in Scientology's appeal of the Breckenridge decision
include, but are not limited to, secretly videotaping him; suing

1 him four times; attempting to have him jailed for contempt of
2 court based on Scientology's mischaracterization of his actions
3 and manufactured charges; filing declarations in various courts
4 containing false charges, and using the "settlement contract" to
5 prevent him from responding or punish him for responding; using a
6 paid agent to spread the false rumor that Armstrong has AIDS;
7 disseminating to the media packs of black propaganda which
8 provide Scientology's false version of Armstrong's experiences,
9 including lies that he testified falsely at trial in 1984, that
10 he has adopted a degraded lifestyle, that he is connected to a
11 referral agency for kidnapping, that his defense in the 1984
12 trial was a sham and a fraud, that the Los Angeles Police
13 Department authorized videotaping Armstrong, that he wanted to
14 plant fabricated documents in Scientology files and tell the IRS
15 to conduct a raid, that he wanted to plunder Scientology for his
16 own financial gain, that he never intended to stick to the terms
17 of the "settlement contract", that Armstrong's motives are money
18 and power, that he was incompetent as a researcher, that he
19 perjured himself about surrendering documents to the court, that
20 he wanted to orchestrate a coup in which members of the US
21 government would wrest control of Scientology; publishing black
22 propaganda about Armstrong without stating its source which
23 provide Scientology's false version of Armstrong's experiences
24 including the lies that Armstrong was formerly a heavy drug
25 pusher, that a Marin Independent Journal photo showed him in the
26 nude, that he is psychotic and lives in a delusory world;
27 charging falsely in a letter to the press that Armstrong had
28 distinguished himself by posing naked in a newspaper; attempting
to cause Armstrong trouble with the IRS by writing black

1 propaganda letters about him; distributing packs of black
2 propaganda which attack his lawyer, Ford Greene, and Judge
3 Breckenridge.

4 Armstrong has worked with attorney Greene since August,
5 1991. Throughout that period Scientology has attempted by overt
6 means through misuse of the courts and by covert means to prevent
7 him from working with Greene and from defending himself.
8 Scientology employed a covert operative, whom Scientology had
9 infiltrated into Greene's office, to develop a black propaganda
10 attack that Armstrong and Greene were involved in a homosexual
11 relationship.

12 Throughout its legal attacks on Armstrong Scientology has
13 proclaimed that with the "settlement contract" it sought peace.
14 Scientology also interprets the "settlement contract" to mean
15 that it can say whatever it wants about Armstrong, no matter how
16 false, obnoxious or evil and that he may not respond.
17 Scientology claims that if he does respond in any way he is
18 liable for \$50,000 in liquidated damages. Scientology, after
19 much forum shopping, and much "fair game," was able to deceive
20 one judge, who did not understand, into accepting its
21 interpretation of the "settlement contract" and ruling against
22 Armstrong. Scientology interpreted this judge's ruling to mean
23 that Armstrong owed Scientology \$100,000. Scientology at the
24 same time intimidated Armstrong's attorney, Ford Greene, into
25 getting out of the Armstrong case. Scientology had subjected
26 Greene to years of "fair game" which included infiltrating a
27 covert agent into his office to steal his records and cause
28 trouble; hatching a plot with the covert agent to have Greene
killed; having the agent execute false declarations about Greene;

1 filing five spurious bar complaints against Greene; operating at
2 least two of Greene's clients as their own agents and paying them
3 to execute false declarations against Greene and breach their
4 contract with him. The claim by Scientology for \$100,000,
5 Armstrong's being without an attorney, without money, and without
6 the resources and skills necessary to defend himself, brought
7 Armstrong to file for bankruptcy. Scientology has seized the
8 opportunity to file the instant complaint.

9 Throughout Scientology's legal attacks on Armstrong it has
10 intimidated Flynn into not coming forward to assist Armstrong.
11 Flynn is not only Armstrong's attorney, he is his good friend.
12 Flynn says that the contract is evil and that Scientology is
13 evil; and he wants to help Armstrong. Flynn says that he signed
14 a contract with Scientology to not assist Armstrong, and, while
15 acknowledging that his "contract" with Scientology is illegal, he
16 says that he knows that his life will be ruined even more than it
17 has been by Scientology if he comes forward to help.

18 Armstrong maintains that Scientology's interpretation of
19 the "settlement contract" is unconscionable and unamerican, and
20 should be opposed with all strength. Because there are dozens of
21 these "contracts" among first hand witnesses to Scientology's
22 criminal and tortious practices, and because of Scientology's
23 "fair game" use of the "contract" against Armstrong, a terrible
24 injustice is being abetted by our courts, which should be opposed
25 with all strength. Armstrong also maintains that for one party
26 to a "settlement contract," which is supposed to be essentially a
27 peace accord, to be able to continue to shoot at the other party,
28 who is wounded, has been disarmed and is not being allowed to
defend himself in any way, is not peace at all but a satanic

1 hunting trip. The "settlement contract" is a permit for hunting
2 humans.

3 Armstrong was paid in settlement by Scientology for their
4 years of psychological cruelty, threat and stalking. Scientology
5 did not learn its lesson but continued its cruelty, threat and
6 stalking of Armstrong, a person already psychologically hurt and
7 altered beyond belief by the cruelty, threat and stalking
8 Scientology promised to cease. Armstrong performed his part of
9 the 1986 settlement; he dismissed his cross-complaint, released
10 to Scientology all evidence from his case, removed himself from
11 controversy, and gave Scientology the time and freedom it said it
12 wanted to cease "fair game." Scientology, knowing that they had
13 compromised and removed Armstrong's attorney, failed to perform
14 their part of the settlement, but continued "fair game" against
15 Armstrong, whom they had psychologically wounded and, they
16 thought, rendered defenseless. Scientology, in their paranoia
17 and schizophrenia, which are the inevitable product of the
18 decision for and prolonged use of neo-satanic "power," failed to
19 consider God, from Whom all healing of minds, defense and victory
20 come.

21 In 1991 Armstrong became a Christian. Armstrong had, since
22 leaving Scientology, come to believe he was guided by God, and he
23 sought to be guided in all circumstances in which he found
24 himself. Once its adherents become sufficiently brainwashed
25 Scientology does not permit them to believe in God, labels and
26 treats anyone who believes in God as "psychotic," and enforces
27 the satanic idea that God is an "implant," a false idea installed
28 by pain and electronics in man's mind to enslave him.

Scientology also teaches that Jesus Christ, the whole Gospel

1 story, and Heaven are implants designed to enslave man, and that
2 only Scientology has the way to free mankind from the enslavement
3 of Christianity or other religious beliefs.

4 Scientology promotes to Christians and non-Christians that
5 it is compatible with Christianity, that it holds the Judeo-
6 Christian Bible as a holy work, and that it has no argument with
7 the belief that Jesus Christ was the Savior of Mankind and Son of
8 God. Scientology has distributed promotional materials
9 containing these representations to every member of Congress, to
10 libraries, to the media, to educators, to judges, and to people
11 of influence across this country. Scientology withholds from the
12 public its actual enforced beliefs about God, Christ, Heaven and
13 the Bible. Armstrong believes this is religious fraud, and
14 dangerous to everyone lured into Scientology, those already held
15 by its brainwashing system, and society itself. Armstrong also
16 believes that Scientology's "creed" is a religious fraud because
17 Scientology, under Hubbard's and Miscavige's control, has never
18 acted in accord with it. Scientology systematically abuses its
19 members civil rights, and seeks to remove by whatever means the
20 same civil rights of its non-Scientologist enemies."

21 Scientology promotes actively and aggressively and uses the
22 public postal system, public forums and public media for its
23 promotions. Scientology uses big name celebrities in its
24 promotions, such as John Travolta, Kirstie Alley, Ann Archer and
25 Tom Cruise. Scientology does not permit any of its celebrities
26 to make public their knowledge of Scientology's anti-Christian,
27 anti-religious inner nature, its fraudulent promises and public
28 lies, abuse of human beings, and dangers to families and
children. Surveys done in the past two years by FACTNet, a cult

1 victims advocacy organization has revealed that while vastly
2 overstating its actual membership Scientology has had an
3 inordinate number of suicides, unexplained deaths and psychotic
4 episodes by people undergoing auditing. If any celebrity
5 acknowledged these evils he or she would become "fair game."

6 Armstrong sees that Scientology uses its tax-exempt wealth
7 to violate his and other civil rights. Armstrong believes that
8 this is not a legal purpose and not a purpose for which tax-
9 exempt funds can legally be used. Armstrong sees that
10 Scientology tricks and extorts huge sums of money from people it
11 gets in its system for something of no value. This money will be
12 used to pay lawyers to attack the same people and those who
13 sought to bring to light or curtail the abuse. Armstrong
14 believes that Scientology obtained its tax-exempt status in 1993
15 by illegal means. Armstrong believes that the Internal Revenue
16 Service and the United States government agencies responsible
17 were derelict in their duties in granting such tax exempt status.
18 Armstrong believes that Scientology's leadership is involved in
19 white collar crime, including securities scams and extortion.

20 Scientology will not acknowledge that God works in people's
21 lives. To do so would be a violation of policy, punishable in
22 "ethics," and being labeled and treated as "psychotic." The
23 attorney executing Scientology's complaint, Laurie Bartilson, is
24 a Scientologist. She has executed several documents in the State
25 case which contain false statements about Armstrong. She
26 attempted through false statements to have him jailed for
27 contempt of court. She is completely under the power of David
28 Miscavige. The complaint is colored by her required hatred of
Armstrong.

1 God in this litigation is pointing out gently that He is in
2 charge, and that satan is a bad belief in which faith should not
3 be put because faith in satan is always betrayed. The undeniable
4 fact is that God led Armstrong through his whole life to here;
5 and there is no evidence whatsoever with plaintiff or anyone else
6 that He will not lead Armstrong from here on. Miscavige and
7 Scientology seek through power to bring into belief the illusion
8 that Armstrong is obsessed with Scientology in order to excuse
9 their obsession with him. They are faced with an overwhelming
10 mountain of uncontroverted evidence that Armstrong gave away his
11 worldly assets because he was so guided by God, and for no reason
12 connected with Miscavige, Scientology or Hubbard. Without a jot
13 of evidence they seek to con the world into believing that
14 Armstrong renounced his possessions to facilitate his intended
15 breaches of their hunting permit. God has used Armstrong for His
16 purposes through a time when Miscavige, Scientology and Hubbard
17 declared Armstrong "fair game," and attacked him out of their
18 paranoia and schizophrenia. They have done everything they could
19 that they thought could be argued as being within the law to
20 attack and hurt him, and to hurt others, some of whom have been
21 sent to him because they were hurt. Armstrong's actions in
22 helping anyone are religiously motivated and completely protected
23 by this country's and state's constitutions. Armstrong's
24 experiences in or out of Scientology are sacred and the
25 expression thereof cannot be suppressed in violation of these
26 constitutions.

27 **GENERAL DENIAL**

28 Armstrong generally denies the allegations in Scientology's
complaint.

[illegible]

1. Armstrong denies that he has engaged in a pattern of fraud and deceit of any form or nature whatsoever at any time. Armstrong denies that whatever he has or has not done mandates that his bankruptcy petition be dismissed without discharge.

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1 Armstrong lacks the information necessary to be able to admit or
2 deny that in 1994 he admitted under oath that he owned 80% of the
3 shares of the stock in the corporation, and was its president and
4 sole employee. Armstrong denies that, second, while testifying
5 at a meeting of creditors, he asserted that The Gerald Armstrong
6 no longer possessed any assets having any commercial value.
7 Armstrong denies that he at any time failed to satisfactorily
8 explain anything he had been asked to explain if he had a
9 satisfactory explanation to give. Armstrong denies that he
10 disposed of not only the \$1 billion in assets claimed by The
11 Gerald Armstrong Corporation. The loss in value of The Gerald
12 Armstrong Corporation's assets was a direct result of
13 Scientology's evil intention and illegal "fair game" actions to
14 destroy Armstrong's reputation, work and life. Armstrong denies
15 that he failed to satisfactorily explain how he disposed of the
16 \$518,000 he received as proceeds of the settlement of his lawsuit
17 against Scientology. Armstrong testified in detail in the State
18 case, despite such interrogation by Scientology being irrelevant,
19 unwarranted and an invasion of his and others' privacy, as to
20 what he did with the proceeds of the settlement with Scientology.
21 Armstrong denies that he received at least \$15,000 in large
22 increments in 1992 and 1993. Armstrong denies that \$15,000 can
23 be received in large increments; whereas, e.g., \$15 trillion, can
24 be received in large increments. Armstrong denies that he failed
25 to satisfactorily explain how he disposed of \$15,000. Armstrong
26 asserts, however, that such information is irrelevant to this
27 action, and he is not required to provide such information to
28 Scientology or to anyone. Armstrong denies that whatever he has
done or not done renders him ineligible for discharge pursuant to

1 11 U.S.C. sections 727(a)(4)(A) and (5). Armstrong denies that
2 he admitted under oath that he entered into an agreement with
3 Scientology that he intended to breach. Armstrong performed
4 Scientology's evil contract until Scientology's own "fair game"
5 actions necessitated his responses in self-defense and in defense
6 of others among Scientology's "fair game" victims. Armstrong
7 desired peace and acted peacefully toward Scientology for three
8 years. Scientology, however, did not want peace, but continued
9 to threaten, stalk and attack Armstrong. Armstrong denies that
10 he has repeatedly and maliciously breached the "agreement"
11 entered into with Scientology. Scientology agreed to cease "fair
12 game," but thereafter repeatedly and maliciously "fair gamed"
13 Armstrong. Armstrong denies that his responses to Scientology's
14 "fair game" resulted in the debt to Scientology which Armstrong
15 seeks to discharge. The "success" of Scientology's "fair game"
16 against Armstrong's attorneys, witnesses and friends, and against
17 judges and the justice system, resulted in the "debt." Armstrong
18 denies that he owes Scientology anything. Armstrong denies that
19 whatever he has done or not done renders the illegal debt
20 Scientology seeks to "collect" nondischargeable pursuant to 11
21 U.S.C. sections 523(a)(2) and (6).

22 JURISDICTION

23 2. Armstrong lacks the information necessary to be able to
24 admit or deny any of the averments in this paragraph.

25 3. Armstrong denies each and every averment in this
26 paragraph.

27 PARTIES

28 4. Armstrong denies that plaintiff herein is a California
non-profit religious corporation. Plaintiff is a single body of

all Scientologist adherents world wide, all bound by the will, intentions, policies and orders of David Miscavige. Every unit, division, post, position, branch, bureau, network, corporate entity, director, office, as, e.g., Office of Special Affairs, "church," or any named or unnamed part world wide of all of what can "legally" call itself Scientology, and that body of people who may "legally" call themselves Scientologists, are under the complete control and domination of David Miscavige. Scientology and Scientologists are used by Miscavige to carry out his personal desires, including actions against individuals which are illegal and not activities for which the monies of non-profit religious corporations may legally be used. Miscavige's "official" role is that of head of "Religious Technology Center," which, "officially," was given the trademarks of "Scientology" by L. Ron Hubbard. Miscavige decides what is "Scientology" and who can be a "Scientologist." Any claim by plaintiff that there is not a unity of control between the entity it presents as plaintiff, the other parts of Scientology, and all Scientologists anywhere, under David Miscavige, should be disregarded. The obtaining of the tax-exempt status for plaintiff's several parts in 1993 was accomplished by fraud, extortion and government complicity and/or dereliction of its duties to this country's citizens. Miscavige has publicly claimed that he personally was responsible for the obtaining of Scientology's tax-exempt status from the government.

5. Armstrong admits that he is an individual, but denies that he has been a resident of the City of San Anselmo, County of Marin, State of California at all times relevant herein.

Armstrong became a resident of the City of San Anselmo on or

1 about August 15, 1991.

2 ANSWER TO GENERAL AVERMENTS

3 6. Armstrong denies that he owes any legal debt to
4 Scientology. Armstrong admits that the State Action is
5 Scientology v. Armstrong, Marin County Superior Court No. 157680.
6 Armstrong denies that eleven claims against Armstrong for breach
7 of contract remain to be adjudicated. There are, according to
8 Scientology's interpretation of what constitutes a "breach,"
9 millions of "breaches" by Armstrong remaining to be adjudicated.
10 Armstrong denies that he is liable to Scientology for an
11 additional liability claimed of \$1,750,000 plus attorney's fees
12 and costs. The truth is Scientology is liable to Armstrong for
13 attorney's fees and costs and for damages as a result of its
14 illegal, tortious, and outrageous "fair game" acts against him.
15 Armstrong denies that Scientology's hunger for a permanent
16 injunction is to prohibit Armstrong from further breaching
17 certain terms of the "contract." Scientology's efforts are a
18 smoke screen to hide the fact, and delay the judicial finding,
19 that the "contract" is illegal and evil. Scientology is seeking
20 to prohibit Armstrong from living his life in peace, and is
21 seeking to destroy him through its "fair game" use of the power
22 of the courts.

23 7. Armstrong admits that he signed Scientology's
24 "contract" in December, 1986. Armstrong admits that it settled
25 his cross-complaint against Scientology, but denies that it
26 settled the litigation between Scientology and Armstrong because
27 Scientology never intended by its "contract" to have the
28 litigation settle, nor acted in a way which would allow a
settlement. Scientology used the "contract" as a contract on

1 Armstrong permitting it to continue to attack Armstrong and
2 continue to subject him and its other targeted "enemies" to "fair
3 game" with imagined impunity.

4 8. Armstrong denies that he had been actively pursuing a
5 career as an anti-Scientology "expert" and paralegal. Armstrong
6 is an expert in Scientology's "theology," fraud and its
7 philosophy and practice of "fair game." Armstrong is a
8 paralegal. Armstrong was forced into litigating against
9 Scientology and working as a paralegal for a lawyer litigating
10 against Scientology by its "fair game" attacks and threat to his
11 life and loved ones. Armstrong denies that he ever agreed that
12 he would not disclose his knowledge or experiences in
13 Scientology. Armstrong knew that it was impossible to not
14 disclose such knowledge and experiences, and that the "contract"
15 calling for such psychological enslavement was evil and illegal.
16 Armstrong's attorney, moreover, advised Armstrong that the
17 "contract's" condition prohibiting such disclosure was not worth
18 the paper it was printed on and unenforceable, and that Flynn had
19 also advised Scientology of that fact. Armstrong admits that the
20 "contract" provides that Armstrong is to pay Scientology \$50,000
21 per utterance.

22 9. Armstrong admits that Scientology sued him in February
23 1992 to enforce its illegal "contract," and sought and obtained a
24 preliminary injunction; but denies that the preliminary
25 injunction enforced portions of the "contract." Los Angeles
26 Superior Court Judge Ronald Sohigian rewrote a portion of the
27 "contract," and it was this rewritten portion which was
28 "enforced" by the preliminary injunction.

10. Armstrong admits that, and that he has testified that,

1 in August, 1990, in answer to his prayer to God seeking guidance
2 concerning whatever God sought for him at the time of and in
3 consideration of the Middle East crisis, and generally and man's
4 condition, God put the idea in his mind and heart to give away
5 what he had; i.e, those things the "world" and "Scientology"
6 consider valuable. Armstrong denies that he transferred real
7 property valued at \$530,000 and at least \$35,000 in cash to his
8 friend and lawyer, Michael Walton. In 1988 through 1989
9 Armstrong participated as an investor in the purchase of a lot in
10 Sleepy Hollow, California, and the building thereon of a nice
11 spec house. In early 1990, Armstrong, for various reasons
12 unrelated to Scientology, purchased the house himself, along with
13 Michael Walton, who, Armstrong admits, was his friend and lawyer.
14 Armstrong made a downpayment of approximately \$130,000, and that
15 was his actual equity in the property, which was itself valued at
16 approximately \$530,000 at that time. After the completion of
17 the building of the house, Armstrong, who was then living in
18 another house, which he sold to purchase the Sleepy Hollow house,
19 received the series of threatening telephone calls from
20 Scientology attorney Lawrence Heller which necessitated his
21 becoming active again in his legal and extralegal defense (see
22 History at 13:15-27, supra). At the time Armstrong and Walton
23 moved into the house in May, 1990 Walton had agreed to represent
24 Armstrong in the pending appeal from the Breckenridge decision.
25 Armstrong then had a plan of living life in Sleepy Hollow,
26 running, riding, writing, drawing and other things, such as
27 picking up the world's trash, solving the economy issue, or
28 zeroing in on the Unified Field. The August 2 invasion of Kuwait
by Iraq and the immediate international crisis that followed,

1 televised 24 hours a day in power and detail, greatly affected
2 Armstrong. He admits that as the "world" and Scientology view
3 life, he had already been greatly affected in everything by God,
4 in whom he believed, with whom he communicated, and to whom he
5 prayed and looked for guidance and the courage to do what he
6 believed God called him to do. After being so guided by God,
7 Armstrong merely transferred to Walton, who was already on title
8 in the Sleepy Hollow house, his interest therein. Armstrong
9 denies that he transferred at least \$35,000 in cash to Walton.
10 Armstrong had, at the time of his and Walton's purchase of the
11 property, deposited an amount of cash into a joint checking
12 account intended to cover house expenses and needs for one year.
13 When Armstrong transferred his interest in the house to Walton,
14 Walton assumed the house's loan payments, and all other expenses
15 and needs thereafter. Armstrong, by leaving the approximately
16 \$35,000 in the joint bank account, was attempting to respect his
17 agreement and arrangement with Walton, perform what he saw as a
18 contract, and to ensure Walton had the wherewithal, no matter
19 what happened to Armstrong, to survive in the house and embark on
20 his career. Armstrong admits that in August, 1990 he forgave all
21 debts owed to him by friends and family members, and gave away
22 the remainder of his cash, some \$1500.00. That cash was repaid
23 to Armstrong in many ways since then. Armstrong denies that he
24 asserted under oath that he received no valuable consideration
25 for these transfers. Armstrong has asserted under oath, and now
26 reasserts, that he received the treasures of God, beyond human
27 wealth and understanding, for his small willingness to give away
28 things which have no value. Armstrong denies that he has not
produced any records of any of these transactions, other than the

1 transfer of the real property to Walton. Armstrong produced to
2 Scientology in the State Action each and every document,
3 totalling hundreds of pages, reflecting or concerning in any way
4 each and every one of these transactions.

5 11. Armstrong called his company The Gerald Armstrong
6 Corporation, or "TGAC," or "Teegeeack."

7 12. Armstrong admits the averments of this paragraph,
8 except he denies that The Gerald Armstrong Corporation, or TGAC
9 or Teegeeack was ever known as GAC. Armstrong admits that The
10 Gerald Armstrong Corporation had at one time considerable worldly
11 value.

12 13. Armstrong admits that The Gerald Armstrong Corporation
13 possessed a number of Gerald Armstrong's artistic and literary
14 works, possessed rights to a number of his inventions and
15 formulas, and was in the business of bringing peace and
16 exploiting its assets for commercial and peaceful purposes.
17 Armstrong admits that the business of TGAC was at one time to,
18 inter alia, care for, promote and exploit the works of Gerald
19 Armstrong, but denies that it now has any significant business of
20 any kind, except to attempt to wrap up its affairs in a peaceful
21 manner.

22 14. Armstrong admits that in August, 1990 he divided his
23 100% ownership of TGAC into four equal shares and gave these
24 shares to Michael Walton, Michael Douglas, Lorien Phippeny and
25 Nancy Rodes, and that these people paid him nothing for their
26 shares.

27 15. Armstrong denies that shortly after making the August,
28 1990 transfers he initiated successive, or any, breaches of
Scientology's "contract." The earliest "breach" Scientology

alleges in its State Court action is in July, 1991. In February, 1990, Armstrong had already publicly exposed Scientology's post settlement "fair game" and Scientology's use of the "contract" to obstruct justice, and had opposed Scientology's efforts to enforce the "contract," in Scientology's appeal from the Breckenridge decision.

16. Armstrong admits that he reacquired the stock which he had distributed to Walton, Douglas, Phippeny and Rodes.

Armstrong admits that Andrew Armstrong, Anthony Armstrong, Thomas McPherson, Michael Dick, Trevor and Colin Dick and Michael Walton own shares in TGAC.

17. Armstrong admits that he is Teegeeack's president, sole director, and only employee. Teegeeack has been suspended and its business and activities are negligible. It does have a single bank account and Gerald Armstrong is the sole signatory thereon.

18. Armstrong lacks the information necessary to know if he testified under oath in March, 1993 that he estimated the value of the assets of TGAC to be \$1,000,000,000 to \$1,500,000,000.

19. Armstrong admits that he testified at the meeting of creditors in May, 1995 that The Gerald Armstrong Corporation has no present commercial value.

Armstrong incorporated TGAC in 1987 and activated it in 1988 to be a vehicle for his work in the world. Armstrong is a writer and artist with a number of unique ideas and talents. He believed that TGAC was a funny, loving and potentially commercially profitable idea, and he developed artistic and socially redeeming concepts with this belief in mind. While doing so, he continued to be aware of Scientology's ongoing

1 hatred of him and its "fair game" toward him and others; yet
2 while continuing to be aware of said hatred and "fair game," he
3 hoped that peace could prevail, and he did whatever he could to
4 make and keep peace.

5 In late 1989, as described above, Scientology brought
6 Armstrong back into its conflict. Much of Armstrong's attention
7 and time thereafter was taken up in dealing with Scientology's
8 threat and the legal actions necessary to defend himself and
9 others in an arena in which he had no formal training, and in
10 which his former attorney had been contracted away from defending
11 or assisting him by Scientology as part of its "fair game"
12 campaign. Nevertheless, Armstrong continued to be hopeful about
13 his and TGAC's future, continued to believe that TGAC had
14 stupendous potential, and did not think, believe or realize that
15 Scientology was stupid enough to seek to judicially enforce its
16 evil "contract." In this, Armstrong admits that it can be argued
17 that he was naive about and underestimated both Scientology's
18 vindictiveness, and the ease with which our courts allow
19 themselves to be used, as Hubbard mandated, to harass.

20 Even after Armstrong renounced his worldly things in August,
21 1990, he continued to believe TGAC had great potential, and could
22 be great fun and commercially profitable for his four friends to
23 whom he had given the company. When Armstrong woke up to the
24 level of Scientology's vindictiveness toward him and the level of
25 danger he and anyone connected to him was in, and after three of
26 the owners of the majority of TGAC's stock expressed their fear
27 of "fair game," Armstrong agreed with the four owners to accept
28 back their majority ownership, and to be responsible for the
corporation and whatever was to become of it. Armstrong was then

1 working full time with attorney Ford Greene, under concentrated
2 attack from Scientology, and threatened in every part of his
3 life.

4 In early 1994, after becoming aware of Scientology's
5 increasing and unending overt and covert attacks on his character
6 and reputation, Armstrong accepted that he was completely unable
7 to live a normal or safe life or develop any of his artistic or
8 intellectual ideas. Armstrong saw that if he did develop any
9 such ideas Scientology would do whatever was necessary to destroy
10 or pervert the ideas and threaten or harm anyone with whom
11 Armstrong became involved in the development of his ideas.
12 Scientology has libeled Armstrong internationally, claiming in
13 mailings to countless people in the media, government and
14 artistic circles that he, inter alia, lived a degraded lifestyle,
15 testified falsely, was a heavy drug pusher, is connected to
16 kidnappers, is incompetent, is psychotic and delusory, posed nude
17 in a newspaper, and has AIDS.

18 Armstrong also accepted that Scientology wants him killed
19 and that his life has no worldly future and is in grave danger.
20 In 1984 Scientology's head private investigator Eugene M. Ingram,
21 who works directly with David Miscavige, threatened to put a
22 bullet between Armstrong's eyes. Ingram was at that time
23 involved in corrupting a Los Angeles Police Officer to give
24 Ingram a phony authorization to wiretap and secretly videotape
25 Armstrong, Flynn and other people. Armstrong believes that
26 Ingram participated in Scientology's effort in 1985 to have
27 Armstrong charged criminally by the FBI based on their false
28 statements. In 1986 Ingram participated in an effort to have
Armstrong jailed on false charges. Ingram and Miscavige are

1 connected to known criminals, including criminals in prison, and
2 Armstrong believes that it is very possible that Ingram and
3 Miscavige would arrange to have him killed or harmed if they ever
4 got him incarcerated. In 1987 Miscavige had Scientology agents
5 spread the false rumor in Europe that Armstrong is "an admitted
6 agent provocateur of the US government." Armstrong believes that
7 Miscavige's intention behind the fabrication and dissemination of
8 that lie was to facilitate and provide plausible deniability for
9 Armstrong's assassination by "anti-US agents." Armstrong
10 believes that Ingram's concocting and spreading the false rumor
11 that Armstrong has AIDS was very possibly in advance of a covert
12 intelligence operation to somehow infect Armstrong with the AIDS
13 virus. Miscavige and Scientology, using attorney Bartilson,
14 attempted, with repeated motions and pressure, from the end of
15 1992 through July of 1994 to have Armstrong jailed for contempt
16 of court based on their perjury and perversion of the truth.
17 Armstrong believes that Miscavige and his Scientologist and non-
18 Scientologist agents are desperate and that their desperation is
19 increasing. Armstrong believes that because of the bizarre and
20 cruel lengths Miscavige and his agents have gone to and continue
21 to go to destroy Armstrong, they see him as a tremendous risk to
22 their illusion of power, and are driven ever more madly to
23 destroy him.

24 Armstrong has been given a fun way to clean the world of all
25 its trash. He has the way to peacefully end the world's economic
26 slavery and sadness. He has been given the formula for the
27 Unified Field. He believes he has been given the mathematical
28 proof of God's Guidance. These things have untold potential and
hope for mankind. Yet Scientology is doing whatever it can to

1 destroy that potential and deny those hopes for Armstrong and
2 mankind.

3 Scientology has spread the black propaganda in the artistic
4 arena that Armstrong has no connection to art or artists.
5 Scientology denigrates every word Armstrong has ever written. In
6 its publications sent to media everywhere, it calls him
7 incompetent. It has done whatever it could to destroy his
8 reputation. Now that it has done so, and destroyed the potential
9 value and market for his ideas, it claims he is stating falsely
10 that TGAC has no present commercial value. The Gerald Armstrong
11 Corporation depends completely on Armstrong's good name and good
12 will. Scientology has done whatever it could to destroy that
13 good name and good will. Scientology has spent millions of
14 dollars to attack Armstrong's person, ridicule his ideas and ruin
15 his career. Now they spend more to attack him for daring to be
16 beaten by them to a pulp. Now they lament that what they
17 destroyed was worth so many billions of dollars.

18 Armstrong has the formula for the Unified Field, something
19 sought by scientists and thinkers for decades. Scientology
20 spreads the calumny that Armstrong is psychotic and delusory.
21 Armstrong sees that no one in his right mind would believe that a
22 psychotic and delusory person could divine the formula for the
23 Unified Field. Armstrong recognizes that Scientology's attacks
24 and cruelty and years of "fair game" threat have had a deep
25 affect on his mind, and he acknowledges that he is not a rocket
26 scientist. Armstrong believes that if he were to announce and
27 develop his formula, Scientology would destroy his work.
28 Miscavige is jealous of Armstrong's free mind and ideas.
Miscavige's jealousy is reflected by his cruel attacks, his

1 squandering of millions of dollars of Scientology funds, and
2 consuming countless hours of Scientologists' time in the waste of
3 destroying Armstrong. Armstrong believes that he must resolve
4 the Scientology conflict, and that he is called by God to resolve
5 this conflict, before he can safely develop his ideas.

6 Scientology is itself responsible, by its stalking of
7 Armstrong, its black propaganda and its physical threats, for
8 destroying Teegeeack's potential and commercial value.

9 **FIRST CLAIM FOR RELIEF**

10 (Dischargeability of Armstrong's Debts

11 Pursuant to 11 U.S.C. Section 727(a)(4)(A))

12 20. Armstrong incorporates by reference his statements
13 above as though fully set forth herein.

14 21. Armstrong admits the averments of this paragraph.

15 22. Armstrong denies that TGAC was at all times operated by
16 and for the benefit of Gerald Armstrong as his alter ego.
17 Armstrong operated TGAC for the benefit of its shareholders and
18 everyone else on earth.

19 23. Armstrong denies that any failure to include his
20 ownership of Teegeeack on Schedule B was a deliberate omission of
21 a material matter constituting a false oath or account in
22 connection with the case. Armstrong believes that his oversight
23 was a gift from God, which Armstrong was unaware of at the time,
24 to bring him to this point, to cause Scientology to leap at
25 another opportunity to attack and persecute him for God's
26 purpose, and to cause him to write these words to facilitate the
27 resolution of the Scientology conflict.

28 24. Armstrong denies that he failed to disclose his
ownership of TGAC, and denies that at any time he intended to

1 mislead anyone as to his true financial condition or with any
2 disregard whatsoever for the truth.

3 **SECOND CLAIM FOR RELIEF**

4 (Dischargeability of Armstrong's Debts

5 Pursuant to 11 U.S.C. Section 727(a)(5))

6 25. Armstrong incorporates by reference his statements
7 above as though fully set forth herein.

8 26. Armstrong admits the averments of this paragraph.

9 27. Armstrong denies that three large payments total
10 \$15,000. Armstrong asserts that wherever any small payments came
11 from in 1993 totalling \$15,000 is irrelevant and Scientology has
12 no right to that information.

13 28. Armstrong admits that he testified that TGAC has no
14 commercial value.

15 29. Armstrong denies that he has provided no satisfactory
16 explanation for anything, including why Scientology destroys and
17 destroyed Armstrong's life, career, reputation, friendships, good
18 will and great ideas.

19 **THIRD CLAIM FOR RELIEF**

20 (Dischargeability of Armstrong's Debts

21 Pursuant to 11 U.S.C. Section 523(a)(2))

22 30. Armstrong incorporates by reference his statements
23 above as though fully set forth herein.

24 31. Armstrong denies that Scientology entered into the
25 "contract" with Armstrong in good faith, and denies that it
26 performed its part in full.

27 32. Armstrong denies that he falsely represented to
28 Scientology that he understood every provision of the "contract."
Armstrong asserts that Scientology knew through Flynn that

1 Armstrong knew that the "contract" was not worth the paper it's
2 printed on, unenforceable and illegal.

3 33. Armstrong denies that he ever said anything about not
4 abiding by the "contract" if it was inconvenient to him.

5 34. Armstrong denies that he put on a happy face at the
6 videotaped "contract" signing in order to persuade Scientology to
7 enter into the "contract" and pay him. Armstrong would have been
8 very happy to not sign. Armstrong signed because Scientology
9 promised to stop its "fair game" against him and everyone else if
10 he did so.

11 35. Armstrong denies that CSI relied on anything but its
12 "fair game" doctrine, including the intimidation and compromise
13 of Armstrong's attorney, in order to concoct and present to
14 Armstrong its "contract."

15 36. Armstrong denies that Scientology would not have paid
16 Armstrong \$800,000 if it had known that Armstrong did not intend
17 to abide by the nondisclosure provisions of the "contract."
18 Scientology did not know what it was paying Armstrong; it could
19 have been anywhere between \$0 and everything Scientology paid to
20 Flynn.

21 37. Armstrong denies that his conduct at the time of
22 signing Scientology's "contract" constituted false pretenses
23 and/or false representations which Armstrong knew to be false
24 and/or which he made with reckless disregard as to their truth or
25 falsity. Armstrong signed to give Scientology peace and freedom
26 which it rejected and chose instead war.

27 **FOURTH CLAIM FOR RELIEF**

28 (Dischargeability of Armstrong's Debts

Pursuant to 11 U.S.C. Section 523(a)(6))

38. Armstrong incorporates by reference his statements above as though fully set forth herein.

39. Armstrong denies that he ever hid any assets of any kind. He denies that he ever set out on a course of conduct intended deliberately to damage and harass Scientology or anyone. Scientology is not damaged by anything Armstrong has done. Scientology precipitated and caused Armstrong's responses by its own "fair game" acts toward him, and by engaging him in post-settlement controversy and conflict. Armstrong has done nothing with the intent and purpose of impeding, injuring and destroying Scientology or its "faith." Armstrong has sought to bring about a peaceful resolution of Scientology's "fair game" toward him. Scientology has rejected each offer of peace and every attempt to resolve the conflict.

40. Armstrong denies that any of his actions are deliberate and malicious. Armstrong denies that he ever asked any funds of anyone to keep silent. Armstrong denies that he has an anti-Scientology campaign. Armstrong has attempted to defend himself in Scientology's anti-Armstrong campaign.

FIRST AFFIRMATIVE DEFENSE

(Failure To State A Cause Of Action)

41. Further answering said complaint, and as a first, separate and affirmative defense thereto, defendant Armstrong realleges and incorporates by reference herein each and every allegation contained above and alleges as follows:

The complaint and each cause of action contained therein fails to state a cause of action against defendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

1 (This Court Cannot Enjoin The Practice Of A Profession)

2 42. Further answering said complaint, and as a second,
3 separate and affirmative defense thereto, defendant realleges and
4 incorporates by reference herein each and every allegation
5 contained above and alleges as follows:

6 Any attempt by plaintiff to limit the ability to obtain
7 gainful employment by defendant is void and unenforceable as a
8 matter of public policy, and constitutes an unenforceable
9 restraint on the right of defendant to pursue his chosen
10 profession, inasmuch as plaintiff seeks to have adjudged legal
11 and enforced a "contract" which does not permit defendant to work
12 as a paralegal for Ford Greene, and defendant is employed as a
13 paralegal for Ford Greene. Plaintiff, moreover, seeks to prevent
14 defendant from pursuing his profession of prophesy, and defendant
15 is actively engaged in such profession.

16 THIRD AFFIRMATIVE DEFENSE

17 (Unclean Hands)

18 43. Further answering said complaint, and as a third,
19 separate and affirmative defense thereto, defendant realleges and
20 incorporates by reference herein each and every allegation
21 contained above and alleges as follows:

22 Plaintiff is barred from bringing this action against
23 defendant and/or obtaining the equitable relief under the
24 doctrine of unclean hands, because plaintiff: has subjected
25 defendant to plaintiff's "fair game" policy; has subjected
26 defendant's attorney to "fair game" and forced him to sign an
27 illegal contract which prevents him from defending defendant or
28 assisting defendant against plaintiff's attacks; has itself
breached the "settlement contract" which it seeks to enforce

1 against defendant; has employed the "settlement contract" to
2 suppress evidence of its criminal and civil wrongdoing in order
3 to avoid liability to defendant and to other individuals and
4 entities which it has harmed, and/or over which it has taken
5 unfair advantage; and has in a manner not allowed by law used the
6 Courts against defendant to achieve ends not allowed by law.

7 FOURTH AFFIRMATIVE DEFENSE

8 (In Pari Delicto)

9 44. Further answering said complaint, and as a fourth,
10 separate and affirmative defense thereto, defendant realleges and
11 incorporates by reference herein each and every allegation
12 contained above and alleges as follows:

13 Notwithstanding the things alleged of defendant in the
14 complaint, which are denied in the applicable paragraphs herein,
15 plaintiffs' and its counsels' conduct in connection with the
16 events giving rise to this action bars plaintiff from recovery
17 with regard to the complaint under the doctrine of in pari
18 delicto. Plaintiff is at least equally at fault and at least
19 equally responsible for the things alleged of defendant.

20 FIFTH AFFIRMATIVE DEFENSE

21 (Illegality)

22 45. Further answering said complaint, and as a fifth,
23 separate and affirmative defense thereto, defendant realleges and
24 incorporates by reference herein each and every allegation
25 contained above and alleges as follows:

26 Plaintiff is barred from bringing this action as a result of
27 its acts of illegality in connection with matters that give rise
28 to this case. Particularly plaintiff and other Scientology-
related entities engaged in a wholesale attempt to obstruct

1 justice, suppress evidence in order to deny redress, due process,
2 and equal protection of the law to its civil and criminal victims
3 by means of obtaining settlements of litigation in actions in
4 various state and federal courts across the United States. In
5 each of those actions attorney Michael J. Flynn was attorney of
6 record, or coordinating counsel for litigants adverse to
7 Scientology. In each of those actions litigants adverse to
8 Scientology were coerced into signing "secret settlement
9 contracts" the terms of which were substantially similar to those
10 set forth in the "settlement contract" at issue herein.

11 Plaintiff is further barred from bringing this action
12 because as a material part of entering the "settlement contract"
13 with defendant, plaintiff required defendant's counsel, Michael
14 Flynn, to sign secret side agreements for indemnification for
15 resolution of the retrial of the original Armstrong litigation
16 were plaintiff and other Scientology-related entities successful
17 in obtaining reversal of Judge Breckenridge's decision on appeal.
18 In such agreement Scientology promised to limit its collections
19 of damages to \$25,001.00 and to indemnify Flynn for the payment
20 thereof and Flynn, in turn, would indemnify Armstrong for any
21 such judgment. The existence of these secret, side agreements
22 were never disclosed to Armstrong by Flynn, plaintiff, or other
23 Scientology-related entities.

24 Plaintiff is further barred from bringing this action
25 because as a material part of entering said "settlement
26 contracts," it or its agents required attorney Flynn to promise
27 never to take any anti-Scientology cases in the future and to not
28 defend or assist defendant in future attacks by Scientology.

Furthermore, other acts of illegality by plaintiff and other

1 Scientology-related entities have been publicly documented.
2 Plaintiffs have engaged in acts of impropriety, as set forth
3 above, and including what the US District Court for the Central
4 District of California referred to in a written order, entered
5 after most of the events in issue herein, as "outrageous
6 litigation tactics." Also, in addition to the Flynn "settlement
7 contracts" the conduct of plaintiff and other Scientology-related
8 organizations, entities and individuals against persons "adverse
9 to Scientology" including citizens, counsel, judges and
10 government authorities (including but not limited to illegal
11 surveillance, obtaining telephone company records, breaking and
12 entering, threatening conduct, and violence) have discouraged and
13 intimidated knowledgeable persons from disclosing their knowledge
14 about, or otherwise coming forward against, the illegal
15 activities of plaintiff and other Scientology-related
16 organizations, entities and individuals, and from assisting
17 victims thereof to obtain redress, due process and equal
18 protection of the law.

19 SIXTH AFFIRMATIVE DEFENSE

20 (Fraud and Deceit)

21 46. Further answering said complaint, and as a sixth,
22 separate and affirmative defense thereto, defendant realleges and
23 incorporates by reference herein each and every allegation
24 contained above and alleges as follows:

25 Plaintiff is barred from bringing this action against
26 defendant because of its fraud and deceit in representing to
27 defendant that its management had changed and no longer would
28 engage in antisocial and illegal activities ("fair game,") that
it wanted to buy peace, that it would leave defendant, and

1 everyone else alone, and that the false affidavit that it
2 required defendant to sign as a condition of the settlement would
3 be disclosed only if defendant attacked Scientology. Plaintiff
4 made the foregoing representations to defendant with knowledge of
5 the falsity thereof at the time said representations were made
6 and with the intent to deceive defendant, who actually and
7 justifiably relied on those material misrepresentations to his
8 injury by signing the "settlement contract." In fact,
9 Scientology never intended to cease its illegal and immoral
10 activities, never intended to buy peace with defendant, never
11 intended to leave defendant or any other perceived "enemy" alone,
12 never intended not to use the false declaration only if defendant
13 attacked Scientology, and never intended to abide by the terms of
14 the "settlement contract." Rather plaintiff and other
15 Scientology-related entities intended to use the "settlement
16 contract" as a tool for the implementation of their "fair game"
17 policy and Scientology's litigation tactics so as to engineer a
18 reversal of Judge Breckenridge's decision, to collusively resolve
19 any re-trial of the original Armstrong case, to obtain possession
20 of the so-called MCCS tapes which were evidence of Scientology
21 employing attorneys for the purpose of committing future crimes
22 and frauds, to use the false declaration in other litigation
23 without regard to defendant's conduct, and to otherwise obstruct
24 justice and suppress evidence of facts which discredited
25 plaintiff and other Scientology-related entities.

26 Scientology's litigation strategy is as follows:

27 "The law can be used very easily to harass, and enough
28 harassment on somebody who is simply on the thin edge
anyway, well knowing that he is not authorized, will

generally be sufficient to cause his professional
decease. If possible, of course, ruin him utterly."

From the outset, prior to the execution of the "settlement
contract" with defendant, and the execution of all other Flynn
"settlement contracts," it was the intent of plaintiff and other
Scientology-related organizations, entities and individuals to
continue to wage war on and harass defendant, to continue to
engage in illegal activities and conduct, and to suppress
evidence and obstruct justice by means of said agreements, and to
use said agreements as a tool of "fair game" and the litigation
strategy of ruin in order to ensure that information regarding
Scientology's crimes and civil misconduct would stay suppressed,
and its criminal and civil victims would be denied legal redress
and justice.

Moreover, Flynn advised defendant that he would always be
available in the future to represent defendant if defendant had
to litigate with Scientology in the future. Said statement was
false and misleading because Flynn had signed an agreement with
Scientology promising not to represent anyone including defendant
in litigation involving Scientology in the future, and
specifically to not assist defendant in any way in any such
litigation. Armstrong relied on the truth of Flynn's statement
in signing the "settlement contract."

SEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

47. Further answering said complaint, and as a seventh
separate and affirmative defense thereto, defendant realleges and
incorporates by reference herein each and every allegation
contained above and alleges as follows:

1 Plaintiff is equitably estopped from asserting each and all
2 of the purported causes of action in the complaint by reason of
3 its own acts, omissions, and conduct, or that of its agents,
4 including, but not limited to the fact that it violated the
5 "settlement contract" in that it or its agents provided
6 information from the original Armstrong case that was the subject
7 of the "settlement contract" to various persons and in various
8 litigation including but not limited to The London Sunday Times,
9 The Los Angeles Times, the instant litigation, the Corydon
10 litigation, and in Church of Scientology of California v. Russell
11 Miller and Penguin Books Limited in the High Court of Justice,
12 Case No. 6140 in London, England, where a Scientology-related
13 entity filed multiple affidavits attacking defendant.

14 As yet a further basis for barring plaintiff on the ground
15 of estoppel, defendant has requested the Scientology entities to
16 release Flynn and defendant's other former attorneys from the
17 agreements they signed never to represent Armstrong again, and
18 plaintiff and all other Scientology entities have refused to do
19 so.

20 EIGHTH AFFIRMATIVE DEFENSE

21 (Waiver)

22 48. Further answering said complaint, and as an eighth
23 separate and affirmative defense thereto, defendant realleges and
24 incorporates by reference herein each and every allegation
25 contained above and alleges as follows:

26 Plaintiff is barred from bringing this action against
27 defendant, by reason of its own acts, omissions and conduct, or
28 that of its agents. Following the December, 1986 signing of the
"settlement contract," Scientology continued to attack Armstrong,

1 published its own, and false, versions of his history, and
2 engaged him in controversy concerning his experiences and
3 knowledge of Scientology.

4 NINTH AFFIRMATIVE DEFENSE

5 (Mistake Of Law)

6 49. Further answering said complaint, and as a ninth
7 separate and affirmative defense thereto, defendant realleges and
8 incorporates by reference herein each and every allegation
9 contained above and alleges as follows:

10 Plaintiff is barred from bringing this action against
11 defendant, because defendant's former attorney, Michael Flynn,
12 advised said defendant that the provisions of the "settlement
13 contract" that plaintiff is seeking to enforce against defendant
14 were not in any way enforceable. Defendant relied on such
15 representations, but for which he would not have signed said
16 "settlement contract."

17 TENTH AFFIRMATIVE DEFENSE

18 (Mistake Of Fact)

19 50. Further answering said complaint, and as a tenth
20 separate and affirmative defense thereto, defendant realleges and
21 incorporates by reference herein each and every allegation
22 contained above and alleges as follows:

23 Plaintiff is barred from bringing this action against
24 defendant, because defendant's former attorney, Michael Flynn,
25 advised defendant that the provisions of the "settlement
26 contract" that plaintiff is seeking to enforce were not in any
27 way enforceable. Defendant relied on such representations, but
28 for which he would not have signed said "settlement contract."

ELEVENTH AFFIRMATIVE DEFENSE

1 (Conflict of Interest)

2 51. Further answering said complaint, and as an eleventh
3 separate and affirmative defense thereto, defendant realleges and
4 incorporates by reference herein each and every allegation
5 contained above and alleges as follows:

6 Plaintiff is barred from bringing this action against
7 defendant, because defendant's former attorney, Michael Flynn, in
8 conjunction with settling defendant's case against Scientology-
9 related entities, also settled 30 other cases, including cases of
10 his own against Scientology-related defendants without procuring
11 outside counsel for defendant. Scientology created the state of
12 conflict of interest by subjecting Flynn to "fair game" and then
13 requiring Flynn get his clients to sign illegal and immoral
14 "settlement contracts" with Scientology to their detriment.

15 TWELFTH AFFIRMATIVE DEFENSE

16 (Duress and Undue Influence)

17 52. Further answering said complaint, and as a twelfth
18 separate and affirmative defense thereto, defendant realleges and
19 incorporates by reference herein each and every allegation
20 contained above and alleges as follows:

21 Plaintiff is barred from bringing this action against
22 defendant because Scientology had implemented "fair game" policy
23 stratagems on defendant's attorney, Michael J. Flynn and upon
24 other anti-Scientology litigants, and would continue such conduct
25 against all such persons unless all said anti-Scientology
26 litigants, including Flynn, signed "settlement contracts"
27 substantially similar to that signed by defendant.

28 Further, in early December 1986, attorney Flynn and other
anti-Scientology litigants, postured Armstrong as a deal breaker,

1 by stating that their desires to settle would be ruined unless
2 defendant Armstrong agreed to settle and led him to believe if he
3 did not sign the agreement, they would not cooperate in such
4 event by acting as Armstrong's witnesses and zealous advocate on
5 the trial of his cross-complaint against Scientology set to
6 commence shortly thereafter in the original Armstrong case.

7 THIRTEENTH AFFIRMATIVE DEFENSE

8 (Laches)

9 53. Further answering said complaint, and as a thirteenth
10 separate and affirmative defense thereto, defendant realleges and
11 incorporates by reference herein each and every allegation
12 contained above and alleges as follows:

13 Plaintiff is barred from bringing this action against
14 defendant on the grounds of laches. Plaintiff, through its
15 attorney Lawrence Heller, asserted from December, 1986 until
16 March 27, 1990, that Scientology entities, pursuant to the
17 "settlement contract," could not discuss defendant's experiences
18 and knowledge. Scientology's delay in changing its position is
19 unreasonable.

20 FOURTEENTH AFFIRMATIVE DEFENSE

21 (Impossibility)

22 54. Further answering said complaint, and as a fourteenth
23 separate and affirmative defense thereto, defendant realleges and
24 incorporates by reference herein each and every allegation
25 contained above and alleges as follows:

26 Plaintiff is barred from bringing this action against
27 defendant on the grounds of impossibility.

28 FIFTEENTH AFFIRMATIVE DEFENSE

(Frustration of Contractual Purpose)

1 55. Further answering said complaint, and as a fifteenth
2 separate and affirmative defense thereto, defendant realleges and
3 incorporates by reference herein each and every allegation
4 contained above and alleges as follows:

5 Plaintiff is barred from bringing this action against
6 defendant on the grounds of frustrating defendant's ability to
7 perform the terms of the "settlement contract." Scientology's
8 own actions following the "settlement" pursuant to its "fair
9 game" doctrine has made defendant's obtaining of the "peace" and
10 freedom from "fair game," which Scientology promised, impossible.
11 Scientology's own actions in violation of the spirit and letter
12 of the "settlement contract" have necessitated defendant's
13 defense in the legal arena and in the public marketplace of
14 ideas.

15 SIXTEENTH AFFIRMATIVE DEFENSE

16 (Unfair and Unreasonable Contract)

17 56. Further answering said complaint, and as a sixteenth
18 separate and affirmative defense thereto, defendant realleges and
19 incorporates by reference herein each and every allegation
20 contained above and alleges as follows:

21 Plaintiff is barred from bringing this action against
22 defendant on the grounds that the "settlement contract" is
23 unreasonable and unfair as to defendant.

24 SEVENTEENTH AFFIRMATIVE DEFENSE

25 (Lack of Mutuality)

26 57. Further answering said complaint, and as a seventeenth
27 separate and affirmative defense thereto, defendant realleges and
28 incorporates by reference herein each and every allegation
contained above and alleges as follows:

1 Plaintiff is barred from bringing this action against
2 defendant on the grounds that the "settlement contract," as
3 interpreted by plaintiff, lacks in reciprocity and mutuality.

4 EIGHTEENTH AFFIRMATIVE DEFENSE

5 (Ambiguity)

6 58. Further answering said complaint, and as an eighteenth
7 separate and affirmative defense thereto, defendant realleges and
8 incorporates by reference herein each and every allegation
9 contained above and alleges as follows:

10 Plaintiff is barred from bringing this action against
11 defendant on the grounds that the "settlement contract" in
12 ambiguous and incapable of enforcement.

13 NINETEENTH AFFIRMATIVE DEFENSE

14 (Lack of Adequate Consideration)

15 59. Further answering said complaint, and as a nineteenth
16 separate and affirmative defense thereto, defendant realleges and
17 incorporates by reference herein each and every allegation
18 contained above and alleges as follows:

19 Plaintiff is barred from bringing this action against
20 defendant on the grounds that the "settlement contract" is not
21 supported by adequate consideration.

22 TWENTIETH AFFIRMATIVE DEFENSE

23 (Unconscionability)

24 60. Further answering said complaint, and as a twentieth
25 separate and affirmative defense thereto, defendant realleges and
26 incorporates by reference herein each and every allegation
27 contained above and alleges as follows:

28 Plaintiff is barred from bringing this action against
defendant on the grounds that the "settlement contract" is

1 unconscionable.

2 TWENTY-FIRST AFFIRMATIVE DEFENSE

3 (Adhesion)

4 61. Further answering said complaint, and as a twenty-first
5 separate and affirmative defense thereto, defendant realleges and
6 incorporates by reference herein each and every allegation
7 contained above and alleges as follows:

8 Plaintiff is barred from bringing this action against
9 defendant on the grounds that the "settlement contract" is a
10 contract of adhesion. Defendant had no realistic choice as to
11 the "settlement contract's" form.

12 TWENTY-SECOND AFFIRMATIVE DEFENSE

13 (Hardship)

14 62. Further answering said complaint, and as a twenty-
15 second separate and affirmative defense thereto, defendant
16 realleges and incorporates by reference herein each and every
17 allegation contained above and alleges as follows:

18 Plaintiff is barred from bringing this action against
19 defendant on the grounds that the "settlement contract" would
20 work an unfair hardship on defendant.

21 TWENTY-THIRD AFFIRMATIVE DEFENSE

22 (Offset)

23 63. Further answering said complaint, and as a twenty-third
24 separate and affirmative defense thereto, defendant realleges and
25 incorporates by reference herein each and every allegation
26 contained above and alleges as follows:

27 Any damages that plaintiff has suffered in consequence
28 of the alleged conduct is exceeded by the damages suffered by
defendant, in consequence of the misconduct of plaintiff, and

1 plaintiff's agents' acts of "fair game," and therefore plaintiff
2 should take nothing.

3 TWENTY-FOURTH AFFIRMATIVE DEFENSE

4 (Liquidated Damages Act As Penalty)

5 64. Further answering said complaint, and as a twenty-
6 fourth separate and affirmative defense thereto, defendant
7 realleges and incorporates by reference herein each and every
8 allegation contained above and alleges as follows:

9 Plaintiff is barred from bringing this action against
10 defendants on the grounds that the "settlement contract's"
11 provision of liquidated damages is not an approximation of
12 damage, but is intended to act and does act as a penalty.

13 TWENTY-FIFTH AFFIRMATIVE DEFENSE

14 (First Amendment - Religion)

15 65. Further answering said complaint, and as a twenty-fifth
16 separate and affirmative defense thereto, defendant realleges and
17 incorporates by reference herein each and every allegation
18 contained above and alleges as follows:

19 Plaintiff is barred from bringing this action against
20 defendant on the grounds that the "settlement contract" violates
21 defendant's right to freedom of religion guaranteed by the state
22 and federal constitutions.

23 TWENTY-SIXTH AFFIRMATIVE DEFENSE

24 (First Amendment - Speech)

25 66. Further answering said complaint, and as a twenty-sixth
26 separate and affirmative defense thereto, defendant realleges and
27 incorporates by reference herein each and every allegation
28 contained above and alleges as follows:

Plaintiff is barred from bringing this action against

1 defendant on the grounds that the "settlement contract" violates
2 defendant's right to freedom of speech guaranteed by the state
3 and federal constitutions.

4 TWENTY-SEVENTH AFFIRMATIVE DEFENSE

5 (First Amendment - Press)

6 67. Further answering said complaint, and as a twenty-
7 seventh separate and affirmative defense thereto, defendant
8 realleges and incorporates by reference herein each and every
9 allegation contained above and alleges as follows:

10 Plaintiff is barred from bringing this action against
11 defendant on the grounds that the "settlement contract" violates
12 defendant's right to freedom of press guaranteed by the state and
13 federal constitutions.

14 TWENTY-EIGHTH AFFIRMATIVE DEFENSE

15 (First Amendment - Association)

16 68. Further answering said complaint, and as a twenty-
17 eighth separate and affirmative defense thereto, defendant
18 realleges and incorporates by reference herein each and every
19 allegation contained above and alleges as follows:

20 Plaintiff is barred from bringing this action against
21 defendant on the grounds that the "settlement contract" violates
22 defendant's right to freedom of association guaranteed by the
23 state and federal constitutions.

24 TWENTY-NINTH AFFIRMATIVE DEFENSE

25 (Privacy)

26 69. Further answering said complaint, and as a twenty-ninth
27 separate and affirmative defense thereto, defendant realleges and
28 incorporates by reference herein each and every allegation
contained above and alleges as follows:

1 Plaintiff is barred from bringing this action against
2 defendant on the grounds that the "settlement contract" violates
3 defendant's right of privacy guaranteed by the state and federal
4 constitutions.

5 THIRTIETH AFFIRMATIVE DEFENSE

6 (Implied Covenant of Good Faith and Fair Dealing)

7 70. Further answering said complaint, and as a thirtieth
8 separate and affirmative defense thereto, defendant realleges and
9 incorporates by reference herein each and every allegation
10 contained above and alleges as follows:

11 Plaintiff is barred from bringing this action against
12 defendant on the grounds that the conduct of plaintiff and its
13 agents violates the implied covenant of good faith and fair
14 dealing.

15 THIRTY-FIRST AFFIRMATIVE DEFENSE

16 (Justification - Defense of Another, Interests
17 of Third Persons, and the Public)

18 71. Further answering said complaint, and as a thirty-first
19 separate and affirmative defense thereto, defendant realleges and
20 incorporates by reference herein each and every allegation
21 contained above and alleges as follows:

22 At all relevant times, the acts of defendant were
23 privileged and justified because they were done in the defense of
24 others, the interests of third parties, the interests of justice,
25 and the interests of the public.

26 THIRTY-SECOND AFFIRMATIVE DEFENSE

27 (Res Judicata)

28 72. Further answering said complaint, and as a thirty-
second separate and affirmative defense thereto, defendant

1 realleges and incorporates by reference herein each and every
2 allegation contained above and alleges as follows:

3 Plaintiff's complaint, and plaintiff's claims for equitable
4 relief and for damages, are barred by the doctrine of res
5 judicata.

6 THIRTY-THIRD AFFIRMATIVE DEFENSE

7 (Collateral Estoppel)

8 73. Further answering said complaint, and as a thirty-third
9 separate and affirmative defense thereto, defendant realleges and
10 incorporates by reference herein each and every allegation
11 contained above and alleges as follows:

12 Plaintiff's complaint, and plaintiff's claims for equitable
13 relief and for damages, are barred by the doctrine of collateral
14 estoppel.

15 THIRTY-FOURTH AFFIRMATIVE DEFENSE

16 (Failure to Mitigate Damages)

17 74. Further answering said complaint, and as a thirty-
18 fourth separate and affirmative defense thereto, defendant
19 realleges and incorporates by reference herein each and every
20 allegation contained above and alleges as follows:

21 Plaintiff, and/or its agent, and/or its counsel, failed to
22 take proper and reasonable steps to avoid or mitigate the damages
23 alleged, and to the extent of such failure to mitigate or to
24 avoid, damages allegedly incurred by plaintiff, if any, should be
25 reduced accordingly.

26 THIRTY-FIFTH AFFIRMATIVE DEFENSE

27 (Action Barred By Equity, California Civil Code
28 and United States Code Provisions)

75. Further answering said complaint, and as a thirty-fifth

1 separate and affirmative defense thereto, defendant realleges and
2 incorporates by reference herein each and every allegation
3 contained above and alleges as follows:

4 Plaintiff is barred from judicial relief by the general
5 principles of equity and the specific provisions of Part IV of
6 the California Civil Code, including but not limited to §§ 3512,
7 3517, 3519, 3524, (without any admission of wrongdoing by
8 defendant) and 3533; and Federal Code provisions.

9 THIRTY-SIXTH AFFIRMATIVE DEFENSE

10 (Void As Against Public Policy)

11 76. Further answering said complaint, and as a thirty-sixth
12 separate and affirmative defense thereto, defendant realleges and
13 incorporates by reference herein each and every allegation
14 contained above and alleges as follows:

15 Plaintiff is barred from judicial relief because the
16 "settlement contract" is void as against public policy.

17 THIRTY-SEVENTH AFFIRMATIVE DEFENSE

18 (The Settlement Contract Cannot Be Specifically Enforced)

19 77. Further answering said complaint, and as a thirty-
20 seventh separate and affirmative defense thereto, defendant
21 realleges and incorporates by reference herein each and every
22 allegation contained above and alleges as follows:

23 Plaintiff is barred from judicial relief because the
24 "settlement contract" cannot be specifically enforced.

25 THIRTY-EIGHTH AFFIRMATIVE DEFENSE

26 (The Settlement Contract Cannot Be Specifically Performed)

27 78. Further answering said complaint, and as a thirty-
28 eighth separate and affirmative defense thereto, defendant
realleges and incorporates by reference herein each and every

1 allegation contained above and alleges as follows:

2 Plaintiff is barred from judicial relief because the
3 "settlement contract" cannot be specifically performed.

4 THIRTY-NINTH AFFIRMATIVE DEFENSE

5 (Due Process)

6 79. Further answering said complaint, and as a thirty-ninth
7 separate and affirmative defense thereto, defendant realleges and
8 incorporates by reference herein each and every allegation
9 contained above and alleges as follows:

10 Plaintiff is barred from judicial relief because the
11 "settlement contract" deprives defendant, third parties and the
12 public of due process of law as protected by the state
13 constitution and by the Fifth and Fourteenth Amendments to the
14 federal constitution.

15 FORTIETH AFFIRMATIVE DEFENSE

16 (Equal Protection)

17 80. Further answering said complaint, and as a fortieth
18 separate and affirmative defense thereto, defendant realleges and
19 incorporates by reference herein each and every allegation
20 contained above and alleges as follows:

21 Plaintiff is barred from judicial relief because the
22 "settlement contract" deprives defendant third parties and the
23 public of equal protection of law as guaranteed by the state
24 constitution and by the federal constitution.

25 FORTY-FIRST AFFIRMATIVE DEFENSE

26 (Right to Counsel)

27 81. Further answering said complaint, and as a forty-first
28 separate and affirmative defense thereto, defendant realleges and
incorporates by reference herein each and every allegation

1 contained above and alleges as follows:

2 Plaintiff is barred from judicial relief because the
3 "settlement contract" deprives defendant of his right to counsel
4 as protected by the state constitution and by the Sixth Amendment
5 to the federal constitution.

6 FORTY-SECOND AFFIRMATIVE DEFENSE

7 (Public Domain)

8 82. Further answering said complaint, and as a forty-second
9 separate and affirmative defense thereto, defendant realleges and
10 incorporates by reference herein each and every allegation
11 contained above and alleges as follows:

12 Plaintiff is barred from judicial relief because the
13 information that defendant is accused of disclosing is in the
14 public domain.

15 FORTY-THIRD AFFIRMATIVE DEFENSE

16 (Privilege)

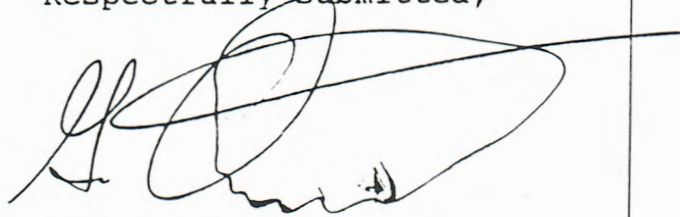
17 83. Further answering said complaint, and as a forty-third
18 separate and affirmative defense thereto, defendant realleges and
19 incorporates by reference herein each and every allegation
20 contained above and alleges as follows:

21 Plaintiff is barred from judicial relief because the acts
22 that defendant is accused of having committed are privileged.

23 WHEREFORE, Defendant Armstrong prays for relief as follows:

- 24 1. That CSI takes nothing by its complaint;
- 25 2. That Armstrong recover his costs of suit herein;
- 26 3. That Armstrong recover his attorney's fees and costs of
27 defending the suit herein;
- 28 4. That the Court award such further relief as it may deem
proper.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to be 'G. Armstrong', written over the typed name.

DATED: September 22, 1995

GERALD ARMSTRONG

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PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

GERALD ARMSTRONG'S SECOND AMENDED ANSWER

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

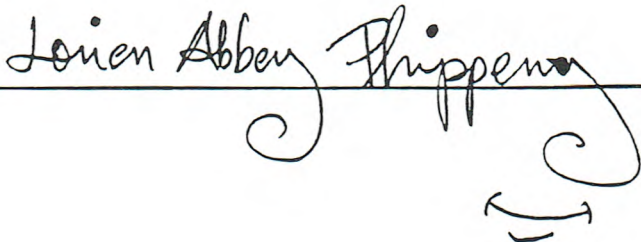
ANDREW H. WILSON, ESQ.
ESQ. Wilson, Ryan & Campilongo
115 Sansome Street, 4th Floor
San Francisco, CA 94104

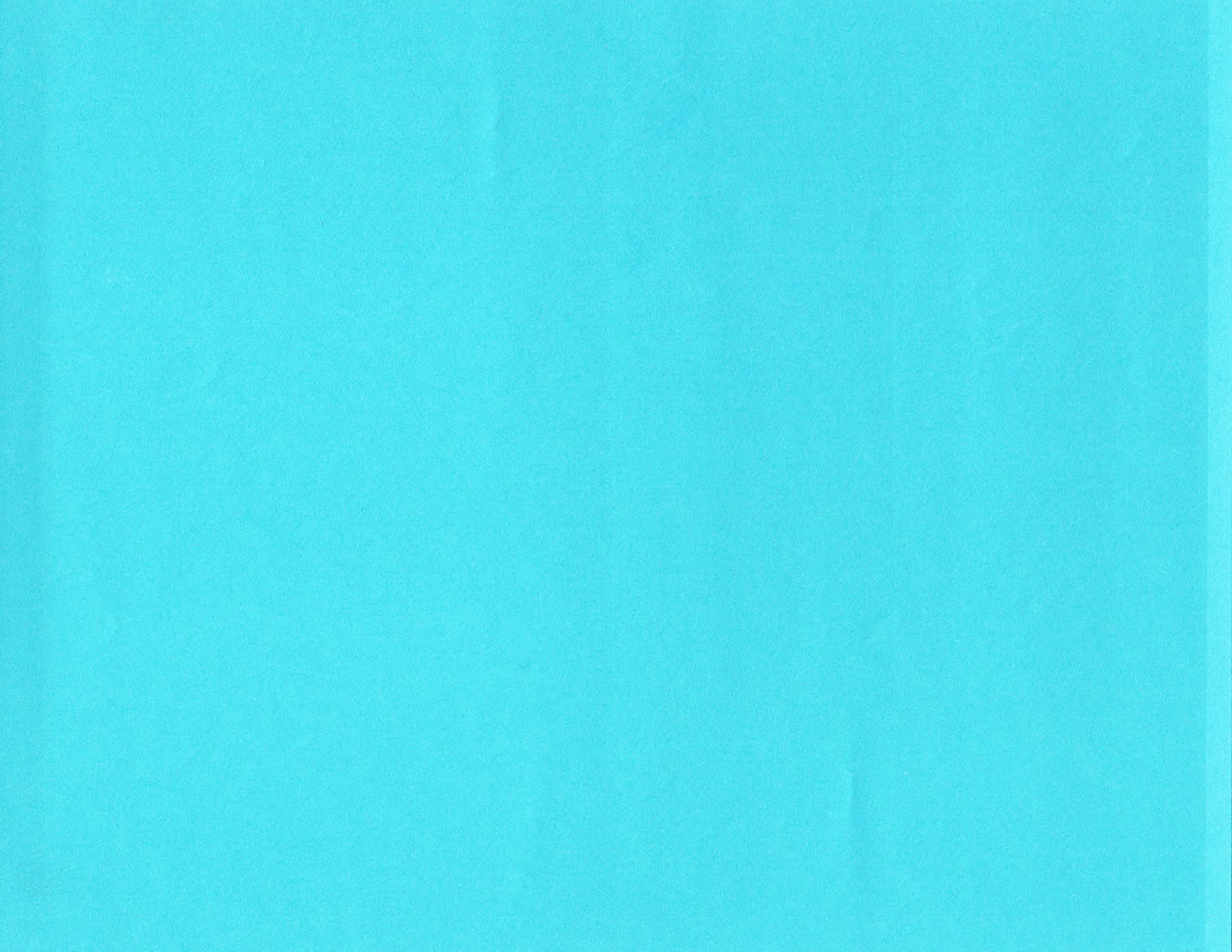
LAURIE J. BARTILSON, ESQ.
Moxon & Bartilson
6255 Sunset Boulevard
Suite 2000
Los Angeles, CA 90028

[x](By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x](State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: September 25, 1995


A handwritten signature, "Lorien Abbey Thippenny", is written in cursive over a horizontal line. Below the signature, there are two small, curved arrows pointing outwards.



FILED

JUN 22 1984
JUL 1 1984

Rosie M. Hart
BY ROSIE M. HART, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY OF CALIFORNIA,)	No. C. 420153
)	
Plaintiff,)	MEMORANDUM OF
)	INTENDED DECISION
vs.)	
)	
GERALD ARMSTRONG,)	
)	
Defendant.)	
<hr/>		
MARY SUE HUBBARD,)	
)	
Intervenor.)	
<hr/>		

In this matter heretofore taken under submission, the
Court announces its intended decision as follows:

As to the tort causes of action, plaintiff, and plaintiff
in intervention are to take nothing, and defendant is entitled
to Judgment and costs.

As to the equitable actions, the court finds that neither
plaintiff has clean hands, and that at least as of this time,
are not entitled to the immediate return of any document or
objects presently retained by the court clerk. All exhibits

1 received in evidence or marked for identification, unless
2 specifically ordered sealed¹, are matters of public record and
3 shall be available for public inspection or use to the same
4 extent that any such exhibit would be available in any other
5 lawsuit. In other words they are to be treated henceforth no
6 differently than similar exhibits in other cases in Superior
7 Court. Furthermore, the "inventory list and description," of
8 materials turned over by Armstrong's attorneys to the court,
9 shall not be considered or deemed to be confidential, private,
10 or under seal.

11 All other documents or objects presently in the possession
12 of the clerk (not marked herein as court exhibits) shall be
13 retained by the clerk, subject to the same orders as are
14 presently in effect as to sealing and inspection, until such
15 time as trial court proceedings are concluded as to the severed
16 cross complaint. For the purposes of this Judgment, conclusion
17 will occur when any motion for a new trial has been denied, or
18 the time within such a motion must be brought has expired
19 without such a motion being made. At that time, all documents
20 neither received in evidence, nor marked for identification
21 only, shall be released by the clerk to plaintiff's
22 representatives. Notwithstanding this order, the parties may
23

24
25 1. Exhibits in evidence No. 500-40; JJJ; KKK; LLL; MMM;
26 NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ.

27 Exhibits for identification only No. JJJJ; Series
28 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ,
CCCCC, GGGGG, IIIII, KKKKK, LLLLL, OOOOO, PPPPP, QQQQQ, BBBBBB,
OOOOOO, BBBBBB.

1 at any time by written stipulation filed with the clerk obtain
2 release of any or all such unused materials.

3 Defendant and his counsel are free to speak or communicate
4 upon any of Defendant Armstrong's recollections of his life as
5 a Scientologist or the contents of any exhibit received in
6 evidence or marked for identification and not specifically
7 ordered sealed. As to all documents, and other materials held
8 under seal by the clerk, counsel and the defendant shall remain
9 subject to the same injunctions as presently exist, at least
10 until the conclusion of the proceedings on the cross complaint.
11 However, in any other legal proceedings in which defense
12 counsel, or any of them, is of record, such counsel shall have
13 the right to discuss exhibits under seal, or their contents, if
14 such is reasonably necessary and incidental to the proper
15 representation of his or her client.

16 Further, if any court of competent jurisdiction orders
17 defendant or his attorney to testify concerning the fact of any
18 such exhibit, document, object, or its contents, such testimony
19 shall be given, and no violation of this order will occur.
20 Likewise, defendant and his counsel may discuss the contents of
21 any documents under seal or of any matters as to which this
22 court has found to be privileged as between the parties hereto,
23 with any duly constituted Governmental Law Enforcement Agency
24 or submit any exhibits or declarations thereto concerning such
25 document or materials, without violating any order of this
26 court.

27 ///

28 ///

1 This court will retain jurisdiction to enforce, modify,
2 alter, or terminate any injunction included within the
3 Judgment.

4 Counsel for defendant is ordered to prepare, serve, and
5 file a Judgment on the Complaint and Complaint in Intervention,
6 and Statement of Decision if timely and properly requested,
7 consistent with the court's intended decision.

8
9 Discussion

10 The court has found the facts essentially as set forth in
11 defendant's trial brief, which as modified, is attached as an
12 appendix to this memorandum. In addition the court finds that
13 while working for L.R. Hubbard (hereinafter referred to as
14 LRH), the defendant also had an informal employer-employee
15 relationship with plaintiff Church, but had permission and
16 authority from plaintiffs and LRH to provide Omar Garrison with
17 every document or object that was made available to Mr.
18 Garrison, and further, had permission from Omar Garrison to
19 take and deliver to his attorneys the documents and materials
20 which were subsequently delivered to them and thenceforth into
21 the custody of the County Clerk.

22 Plaintiff Church has made out a prima facie case of
23 conversion (as bailee of the materials), breach of fiduciary
24 duty, and breach of confidence (as the former employer who
25 provided confidential materials to its then employee for
26 certain specific purposes, which the employee later used for
27 other purposes to plaintiff's detriment). Plaintiff Mary Jane
28 Hubbard has likewise made out a prima facie case of conversion

1 and invasion of privacy (misuse by a person of private matters
2 entrusted to him for certain specific purposes only).

3 While defendant has asserted various theories of defense,
4 the basic thrust of his testimony is that he did what he did,
5 because he believed that his life, physical and mental well
6 being, as well as that of his wife were threatened because the
7 organization was aware of what he knew about the life of LRH,
8 the secret machinations and financial activities of the Church,
9 and his dedication to the truth. He believed that the only way
10 he could defend himself, physically as well as from harassing
11 lawsuits, was to take from Omar Garrison those materials which
12 would support and corroborate everything that he had been
13 saying within the Church about LRH and the Church, or refute
14 the allegations made against him in the April 22 Suppressive
15 Person Declare. He believed that the only way he could be sure
16 that the documents would remain secure for his future use was
17 to send them to his attorneys, and that to protect himself, he
18 had to go public so as to minimize the risk that LRH, the
19 Church, or any of their agents would do him physical harm.

20 This conduct if reasonably believed in by defendant and
21 engaged in by him in good faith, finds support as a defense to
22 the plaintiff's charges in the Restatements of Agency, Torts,
23 and case law.

24 Restatement of Agency, Second, provides:

25 "Section 395f: An agent is privileged to reveal
26 information confidentially acquired by him in the course
27 of his agency in the protection of a superior interest of
28 himself or a third person.

1 "Section 418: An agent is privileged to protect
2 interests of his own which are superior to those of the
3 principal, even though he does so at the expense of the
4 principal's interest or in disobedience to his orders."

5 Restatement of torts, Second, section 271:

6 "One is privileged to commit an act which would
7 otherwise be a trespass to or a conversion of a chattel in
8 the possession of another, for the purpose of defending
9 himself or a third person against the other, under the
10 same conditions which would afford a privilege to inflict
11 harmful or offensive contact upon the other for the same
12 purpose."

13 The Restatement of Torts, Second, section 652a, as well as
14 case law, make it clear that not all invasions of privacy are
15 unlawful or tortious. It is only when the invasion is
16 unreasonable that it becomes actionable. Hence, the trier of
17 fact must engage in a balancing test, weighing the nature and
18 extent of the invasion, as against the purported justification
19 therefore to determine whether in a given case, the particular
20 invasion or intrusion was unreasonable.

21 In addition the defendant has asserted as a defense the
22 principal involved in the case of Willig v. Gold, 75
23 Cal.App.2d, 809, 814, which holds that an agent has a right or
24 privilege to disclose his principal's dishonest acts to the
25 party prejudicially affected by them.

26 Plaintiff Church has asserted and obviously has certain
27 rights arising out of the First Amendment. Thus, the court
28 cannot, and has not, inquired into or attempted to evaluate the

1 merits, accuracy, or truthfulness of Scientology or any of its
2 precepts as a religion. First Amendment rights, however,
3 cannot be utilized by the Church or its members, as a sword to
4 preclude the defendant, whom the Church is suing, from
5 defending himself. Therefore, the actual practices of the
6 Church or its members, as it relates to the reasonableness of
7 the defendant's conduct and his state of mind are relevant,
8 admissible, and have been considered by the court.

9 As indicated by its factual findings, the court finds the
10 testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan,
11 Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas,
12 and Howard Schomer to be credible, extremely persuasive, and
13 the defense of privilege or justification established and
14 corroborated by this evidence. Obviously, there are some
15 discrepancies or variations in recollections, but these are the
16 normal problems which arise from lapse of time, or from
17 different people viewing matters or events from different
18 perspectives. In all critical and important matters, their
19 testimony was precise, accurate, and rang true. The picture
20 painted by these former dedicated Scientologists, all of whom
21 were intimately involved with LRH, or Mary Jane Hubbard, or of
22 the Scientology Organization, is on the one hand pathetic, and
23 on the other, outrageous. Each of these persons literally gave
24 years of his or her respective life in support of a man, LRH,
25 and his ideas. Each has manifested a waste and loss or
26 frustration which is incapable of description. Each has broken
27 with the movement for a variety of reasons, but at the same
28 time, each is, still bound by the knowledge that the Church has

1 in its possession his or her most inner thoughts and
2 confessions, all recorded in "pre-clear (P.C.) folders" or
3 other security files of the organization, and that the Church
4 or its minions is fully capable of intimidation or other
5 physical or psychological abuse if it suits their ends. The
6 record is replete with evidence of such abuse.

7 In 1970 a police agency of the French Government conducted
8 an investigation into Scientology and concluded, "this sect,
9 under the pretext of 'freeing humans' is nothing in reality but
10 a vast enterprise to extract the maximum amount of money from
11 its adepts by (use of) pseudo-scientific theories, by (use of)
12 'auditions' and 'stage settings' (lit. to create a theatrical
13 scene') pushed to extremes (a machine to detect lies, its own
14 particular phraseology . . .), to estrange adepts from their
15 families and to exercise a kind of blackmail against persons
16 who do not wish to continue with this sect."² From the
17 evidence presented to this court in 1984, at the very least,
18 similar conclusions can be drawn. In addition to violating and
19 abusing its own members civil rights, the organization over the
20 years with its "Fair Game" doctrine has harassed and abused
21 those persons not in the Church whom it perceives as enemies.
22 The organization clearly is schizophrenic and paranoid, and
23 this bizarre combination seems to be a reflection of its
24 founder LRH. The evidence portrays a man who has been
25 virtually a pathological liar when it comes to his history,
26
27

28 2. Exhibit 500-HHHHH.

1 background, and achievements. The writings and documents in
2 evidence additionally reflect his egoism, greed, avarice, lust
3 for power, and vindictiveness and aggressiveness against
4 persons perceived by him to be disloyal or hostile. At the
5 same time it appears that he is charismatic and highly capable
6 of motivating, organizing, controlling, manipulating, and
7 inspiring his adherents. He has been referred to during the
8 trial as a "genius," a "revered person," a man who was "viewed
9 by his followers in awe." Obviously, he is and has been a very
10 complex person, and that complexity is further reflected in his
11 alter ego, the Church of Scientology. Notwithstanding
12 protestations to the contrary, this court is satisfied that LRH
13 runs the Church in all ways through the Sea Organization, his
14 role of Commodore, and the Commodore's Messengers.³ He has, of
15 course, chosen to go into "seclusion," but he maintains contact
16 and control through the top messengers. Seclusion has its
17 light and dark side too. It adds to his mystique, and yet
18 shields him from accountability and subpoena or service of
19 summons.

20 LRH's wife, Mary Sue Hubbard is also a plaintiff herein.
21 On the one hand she certainly appeared to be a pathetic
22 individual. She was forced from her post as Controller,
23 convicted and imprisoned as a felon, and deserted by her
24 husband. On the other hand her credibility leaves much to be
25 desired. She struck the familiar pose of not seeing, hearing,
26

27 3. See Exhibit K: Flag Order 3729 - 15 September 1978
28 "Commodore's Messengers."

1 or knowing any evil. Yet she was the head of the Guardian
2 Office for years and among other things, authored the infamous
3 order "GO 121669"⁴ which directed culling of supposedly
4 confidential P.C. files/folders for purposes of internal
5 security. In her testimony she expressed the feeling that
6 defendant by delivering the documents, writings, letters to his
7 attorneys, subjected her to mental rape. The evidence is clear
8 and the court finds that defendant and Omar Garrison had
9 permission to utilize these documents for the purpose of
10 Garrison's proposed biography. The only other persons who were
11 shown any of the documents were defendant's attorneys, the
12 Douglasses, the Dincalcis, and apparently some documents
13 specifically affecting LRH's son "Nibs," were shown to "Nibs."
14 The Douglasses and Dincalcises were disaffected Scientologists
15 who had a concern for their own safety and mental security, and
16 were much in the same situation as defendant. They had not
17 been declared as suppressive, but Scientology had their P.C.
18 folders, as well as other confessions, and they were extremely
19 apprehensive. They did not see very many of the documents, and
20 it is not entirely clear which they saw. At any rate Mary Sue
21 Hubbard did not appear to be so much distressed by this fact,
22 as by the fact that Armstrong had given the documents to
23 Michael Flynn, whom the Church considered its foremost
24
25
26
27
28

4. Exhibit AAA.

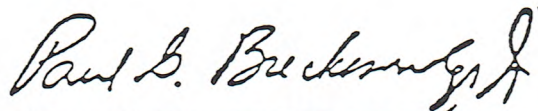
1 lawyer-enemy.⁵ However, just as the plaintiffs have First
2 Amendment rights, the defendant has a Constitutional right to
3 an attorney of his own choosing. In legal contemplation the
4 fact that defendant selected Mr. Flynn rather than some other
5 lawyer cannot by itself be tortious. In determining whether
6 the defendant unreasonably invaded Mrs. Hubbard's privacy, the
7 court is satisfied the invasion was slight, and the reasons and
8 justification for defendant's conduct manifest. Defendant was
9 told by Scientology to get an attorney. He was declared an
10 enemy by the Church. He believed, reasonably, that he was
11 subject to "fair game." The only way he could defend himself,
12 his integrity, and his wife was to take that which was
13 available to him and place it in a safe harbor, to wit, his
14 lawyer's custody. He may have engaged in overkill, in the
15 sense that he took voluminous materials, some of which appear
16 only marginally relevant to his defense. But he was not a
17 lawyer and cannot be held to that precise standard of judgment.
18 Further, at the time that he was accumulating the material, he
19 was terrified and undergoing severe emotional turmoil. The
20 court is satisfied that he did not unreasonably intrude upon
21 Mrs. Hubbard's privacy under the circumstances by in effect
22 simply making his knowledge that of his attorneys. It is, of
23 course, rather ironic that the person who authorized G.O. order
24 121669 should complain about an invasion of privacy. The

25
26 5. "No, I think my emotional distress and upset is the
27 fact that someone took papers and materials without my
28 authorization and then gave them to your Mr. Flynn."
Reporter's Transcript, p. 1006.

1 practice of culling supposedly confidential "P.C. folders or
2 files" to obtain information for purposes of intimidation
3 and/or harassment is repugnant and outrageous. The Guardian's
4 Office, which plaintiff headed, was no respecter of anyone's
5 civil rights, particularly that of privacy. Plaintiff Mary Sue
6 Hubbard's cause of action for conversion must fail for the same
7 reason as plaintiff Church. The documents were all together in
8 Omar Garrison's possession. There was no rational way the
9 defendant could make any distinction.

10 Insofar as the return of documents is concerned, matters
11 which are still under seal may have evidentiary value in the
12 trial of the cross complaint or in other third party
13 litigation. By the time that proceedings on the cross
14 complaint are concluded, the court's present feeling is that
15 those documents or objects not used by that time should be
16 returned to plaintiff. However, the court will reserve
17 jurisdiction to reconsider that should circumstances warrant.

18 Dated: June 20, 1984

19 
20

21 PAUL G. BRECKENRIDGE, JR.
22 Judge of the Superior Court
23
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1
2 Appendix

3 Defendant Armstrong was involved with Scientology from
4 1969 through 1981, a period spanning 12 years. During that
5 time he was a dedicated and devoted member who revered the
6 founder, L. Ron Hubbard. There was little that Defendant
7 Armstrong would not do for Hubbard or the Organization. He
8 gave up formal education, one-third of his life, money and
9 anything he could give in order to further the goals of
10 Scientology, goals he believed were based upon the truth,
11 honesty, integrity of Hubbard and the Organization.

12 From 1971 through 1981, Defendant Armstrong was a member
13 of the Sea Organization, a group of highly trained
14 scientologists who were considered the upper echelon of the
15 Scientology organization. During those years he was placed in
16 various locations, but it was never made clear to him exactly
17 which Scientology corporation he was working for. Defendant
18 Armstrong understood that, ultimately, he was working for L.
19 Ron Hubbard, who controlled all Scientology finances,
20 personnel, and operations while Defendant was in the Sea
21 Organization.

22 Beginning in 1979 Defendant Armstrong resided at Gilman
23 Hot Springs, California, in Hubbard's "Household Unit." The
24 Household Unit took care of the personal wishes and needs of
25 Hubbard at many levels. Defendant Armstrong acted as the L.
26 Ron Hubbard Renovations In-Charge and was responsible for
27 renovations, decoration, and maintenance of Hubbard's home and
28 office at Gilman Hot Springs.

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- 1 -

1 In January of 1980 there was an announcement of a possible
2 raid to be made by the FBI or other law enforcement agencies of
3 the property. Everyone on the property was required by
4 Hubbard's representatives, the Commodore's Messengers, to go
5 through all documents located on the property and "vet" or
6 destroy anything which showed that Hubbard controlled
7 Scientology organizations, retained financial control, or was
8 issuing orders to people at Gilman Hot Springs.

9 A commercial paper shredder was rented and operated day
10 and night for two weeks to destroy hundreds of thousands of
11 pages of documents.

12 During the period of shredding, Brenda Black, the
13 individual responsible for storage of Hubbard's personal
14 belongings at Gilman Hot Springs, came to Defendant Armstrong
15 with a box of documents and asked whether they were to be
16 shredded. Defendant Armstrong reviewed the documents and found
17 that they consisted of a wide variety of documents including
18 Hubbard's personal papers, diaries, and other writings from a
19 time before he started Dianetics in 1950, together with
20 documents belonging to third persons which had apparently been
21 stolen by Hubbard or his agents. Defendant Armstrong took the
22 documents from Ms. Black and placed them in a safe location on
23 the property. He then searched for and located another twenty
24 or more boxes containing similar materials, which were poorly
25 maintained.

26 On January 8, 1980, Defendant Armstrong wrote a petition
27 to Hubbard requesting his permission to perform the research
28 for a biography to be done about his life. The petition states

1 that Defendant Armstrong had located the subject materials and
2 lists of a number of activities he wished to perform in
3 connection with the biography research.

4 Hubbard approved the petition, and Defendant Armstrong
5 became the L. Ron Hubbard Personal Relations Officer Researcher
6 (PPRO Res). Defendant claims that this petition and its
7 approval forms the basis for a contract between Defendant and
8 Hubbard. Defendant Armstrong's supervisor was then Laurel
9 Sullivan, L. Ron Hubbard's Personal Public Relations Officer.

10 During the first part of 1980, Defendant Armstrong moved
11 all of the L. Ron Hubbard Archives materials he had located at
12 Gilman Hot Springs to an office in the Church of Scientology
13 Cedars Complex in Los Angeles. These materials comprised
14 approximately six file cabinets. Defendant Armstrong had
15 located himself in the Cedars Complex, because he was also
16 involved in "Mission Corporate Category Sort-Out," a mission to
17 work out legal strategy. Defendant Armstrong was involved with
18 this mission until June of 1980.

19 It was also during this early part of 1980 that Hubbard
20 left the location in Gilman Hot Springs, California, and went
21 into hiding. Although Defendant Armstrong was advised by
22 Laurel Sullivan that no one could communicate with Hubbard,
23 Defendant Armstrong knew that the ability for communication
24 existed, because he had forwarded materials to Hubbard at his
25 request in mid-1980.

26 Because of this purported inability to communicate with
27 Hubbard, Defendant Armstrong's request to purchase biographical
28 materials of Hubbard from people who offered them for sale went

1 to the Commodore's Messenger Organization, the personal
2 representatives of Hubbard.

3 In June of 1980 Defendant Armstrong became involved in the
4 selection of a writer for the Hubbard biography. Defendant
5 Armstrong learned that Hubbard had approved of a biography
6 proposal prepared by Omar Garrison, a writer who was not a
7 member of Scientology. Defendant Armstrong had meetings with
8 Mr. Garrison regarding the writing of the biography and what
9 documentation and assistance would be made available to him.
10 As understood by Mr. Garrison, Defendant Armstrong represented
11 Hubbard in these discussions.

12 Mr. Garrison was advised that the research material he
13 would have at his disposal were Hubbard's personal archives.
14 Mr. Garrison would only undertake a writing of the biography if
15 the materials provided to him were from Hubbard's personal
16 archives, and only if his manuscript was subject to the
17 approval of Hubbard himself.

18 In October of 1980 Mr. Garrison came to Los Angeles and
19 was toured through the Hubbard archives materials that
20 Defendant Armstrong had assembled up to that time. This was an
21 important "selling point" in obtaining Mr. Garrison's agreement
22 to write the biography. On October 30, 1980, an agreement was
23 entered into between Ralston-Pilot, ncv. F/S/O Omar V.
24 Garrison, and AOSH'DK Publications of Copenhagen, Denmark, for
25 the writing of a biography of Hubbard.

26 Paragraph 10B of the agreement states that:

27 "Publisher shall use its best efforts to provide
28 Author with an office, an officer assistant and/or

research assistant, office supplies and any needed archival and interview materials in connection with the writing of the Work."

The "research assistant" provided to Mr. Garrison was Defendant Armstrong.

During 1980 Defendant Armstrong exchanged correspondence with Intervenor regarding the biography project. Following his approval by Hubbard as biography researcher, Defendant Armstrong wrote to Intervenor on February 5, 1980, advising her of the scope of the project. In the letter Defendant stated that he had found documents which included Hubbard's diary from his Orient trip, poems, essays from his youth, and several personal letters, as well as other things.

By letter of February 11, 1980, Intervenor responded to Defendant, acknowledging that he would be carrying out the duties of Biography Researcher.

On October 14, 1980, Defendant Armstrong again wrote to Intervenor, updating her on "Archives materials" and proposing certain guidelines for the handling of those materials.

It was Intervenor who, in early 1981, ordered certain biographical materials from "Controller Archives" to be delivered to Defendant Armstrong. These materials consisted of several letters written by Hubbard in the 1920's and 1930's, Hubbard's Boy Scout books and materials, several old Hubbard family photographs, a diary kept by Hubbard in his youth, and several other items.

Defendant Armstrong received these materials upon the order of Intervenor, following his letter of October 15, 1980,

1 to her in which Defendant stated, at page 7, that there were
2 materials in the "Controller Archives" that would be helpful to
3 him in the biography research.

4 After these materials were delivered to Defendant
5 Armstrong, Intervenor was removed from her Scientology position
6 of Controller in 1981, presumably because of her conviction for
7 the felony of obstruction of justice in connection with the
8 theft of Scientology documents from various government offices
9 and agencies in Washington, D.C.

10 During the time Defendant Armstrong worked on the
11 biography project and acted as Hubbard Archivist, there was
12 never any mention that he was not to be dealing with Hubbard's
13 personal documents or that the delivery of those documents to
14 Mr. Garrison was not authorized.

15 For the first year or more of the Hubbard biography and
16 archive project, funding came from Hubbard's personal staff
17 unit at Gilman Hot Springs, California. In early 1981,
18 however, Defendant Armstrong's supervisor, Laurel Sullivan,
19 ordered him to request that funding come from what was known as
20 SEA Org Reserves. Approval for this change in funding came
21 from the SEA Org Reserves Chief and Watch Dog Committee, the
22 top Commodores Messenger Organization unit, who were Hubbard's
23 personal representatives.

24 From November of 1980 through 1981, Defendant Armstrong -
25 worked closely with Mr. Garrison, assembling Hubbard's archives
26 into logical categories, copying them and arranging the copies
27 of the Archives materials into bound volumes. Defendant
28 Armstrong made two copies of almost all documents copied for

1 Mr. Garrison - one for Mr. Garrison and the other to remain in
2 Hubbard Archives for reference or recopying. Defendant
3 Armstrong created approximately 400 binders of documents. The
4 vast majority of the documents for Mr. Garrison came from
5 Hubbard's personal Archives, of which Defendant Armstrong was
6 in charge. Materials which came from other Archives, such as
7 the Controller Archives, were provided to Defendant Armstrong
8 by Scientology staff members who had these documents in their
9 care.

10 It was not until late 1981 that Plaintiff was to provide a
11 person to assist on the biography project by providing Mr.
12 Garrison with "Guardian Office" materials, otherwise described
13 as technical materials relating to the operation of
14 Scientology. The individual appointed for this task was Vaughn
15 Young. Controller Archives and Guardian Office Archives had no
16 connection to the Hubbard Archives, which Defendant Armstrong
17 created and maintained as Hubbard's personal materials.

18 In addition to the assemblage of Hubbard's Archives,
19 Defendant Armstrong worked continually on researching and
20 assembling materials concerning Hubbard by interviewing dozens
21 of individuals, including Hubbard's living aunt, uncle, and
22 four cousins. Defendant Armstrong did a geneology study of
23 Hubbard's family and collected, assembled, and read hundreds of
24 thousands of pages of documentation in Hubbard's Archives.

25 During 1980 Defendant Armstrong remained convinced of
26 Hubbard's honesty and integrity and believed that the
27 representations he had made about himself in various
28 publications were truthful. Defendant Armstrong was devoted to

1 Hubbard and was convinced that any information which he
2 discovered to be unflattering of Hubbard or contradictory to
3 what Hubbard has said about himself, was a lie being spread by
4 Hubbard's enemies. Even when Defendant Armstrong located
5 documents in Hubbard's Archives which indicated that
6 representations made by Hubbard and the Organization were
7 untrue, Defendant Armstrong would find some means to "explain
8 away" the contradictory information.

9 Slowly, however, throughout 1981, Defendant Armstrong
10 began to see that Hubbard and the Organization had continuously
11 lied about Hubbard's past, his credentials, and his
12 accomplishments. Defendant Armstrong believed, in good faith,
13 that the only means by which Scientology could succeed in what
14 Defendant Armstrong believed was its goal of creating an
15 ethical environment on earth, and the only way Hubbard could be
16 free of his critics, would be for Hubbard and the Organization
17 to discontinue the lies about Hubbard's past, his credentials,
18 and accomplishments. Defendant Armstrong resisted any public
19 relations piece or announcement about Hubbard which the L. Ron
20 Hubbard Public Relations Bureau proposed for publication which
21 was not factual. Defendant Armstrong attempted to change and
22 make accurate the various "about the author" sections in
23 Scientology books, and further, Defendant rewrote or critiqued
24 several of these and other publications for the L. Ron Hubbard
25 Public Relations Bureau and various Scientology Organizations.
26 Defendant Armstrong believed and desired that the Scientology
27 Organization and its leader discontinue the perpetration of the

28 ///

1 massive fraud upon the innocent followers of Scientology, and
2 the public at large.

3 Because of Defendant Armstrong's actions, in late November
4 of 1981, Defendant was requested to come to Gilman Hot Springs
5 by Commodore Messenger Organization Executive, Cirrus Slevin.
6 Defendant Armstrong was ordered to undergo a "security check,"
7 which involved Defendant Armstrong's interrogation while
8 connected to a crude Scientology lie detector machine called an
9 E-meter.

10 The Organization wished to determine what materials
11 Defendant Armstrong had provided to Omar Garrison. Defendant
12 Armstrong was struck by the realization that the Organization
13 would not work with him to correct the numerous fraudulent
14 representations made to followers of Scientology and the public
15 about L. Ron Hubbard and the Organization itself. Defendant
16 Armstrong, who, for twelve years of his life, had placed his
17 complete and full trust in Mr. and Mrs. Hubbard and the
18 Scientology Organization, saw that his trust had no meaning and
19 that the massive frauds perpetrated about Hubbard's past,
20 credentials, and accomplishments would continue to be spread.

21 Less than three weeks before Defendant Armstrong left
22 Scientology, he wrote a letter to Cirrus Slevin on November 25
23 1981, in which it is clear that his intentions in airing the
24 inaccuracies, falsehoods, and frauds regarding Hubbard were
25 done in good faith. In his letter he stated as follows:

26 "If we present inaccuracies, hyperbole
27 or downright lies as fact or truth, it
28 doesn't matter what slant we give them, if

1 disproved the man will look, to outsiders
2 at least, like a charlatan. This is what
3 I'm trying to prevent and what I've been
4 working on the past year and a half.

5 . . .

6 "and that is why I said to Norman that
7 it is up to us to insure that everything
8 which goes out about LRH is one hundred
9 percent accurate. That is not to say that
10 opinions can't be voiced, they can. And
11 they can contain all the hype you want.
12 But they should not be construed as facts.
13 And anything stated as a fact should be
14 documentable.

15 "We are in a period when
16 'investigative reporting' is popular, and
17 when there is relatively easy access to
18 documentation on a person. We can't delude
19 ourselves I believe, if we want to gain
20 public acceptance and cause some betterment
21 in society, that we can get away with
22 statements, the validity of which we don't
23 know.

24 "The real disservice to LRH, and the
25 ultimate make-wrong is to go on assuming
26 that everything he's ever written or said
27 is one hundred percent accurate and publish
28 it as such without verifying it. I'm

1 talking here about biographical or
2 non-technical writings. This only leads,
3 should any of his statements turn out to be
4 inaccurate, to a make-wrong of him, and
5 consequently his technology.

6 "That's what I'm trying to remedy and
7 prevent.

8 . . .

9 "To say that LRH is not capable of
10 hype, errors or lies is certainly [^]sic; not
11 granting him much of a beingness. To
12 continue on with the line that he has never
13 erred nor lied is counterproductive. It is
14 an unreal attitude and too far removed from
15 both the reality and people in general that
16 it would widen public unacceptance.

17 . . .

18 ". . . That is why I feel the
19 falsities must be corrected, and why we
20 must verify our facts and present them in a
21 favorable light."

22
23 The remainder of the letter contains examples of facts
24 about Hubbard which Defendant Armstrong found to be wholly
25 untrue or inaccurate and which were represented as true by the
26 Hubbards and the Scientology Organization.

27 In December of 1981 Defendant Armstrong made the decision
28 to leave the Church of Scientology. In order to continue in

1 his commitment to Hubbard and Mr. Garrison in the biography
2 project, he copied a large quantity of documents, which Mr.
3 Garrison had requested or which would be useful to him for the
4 biography. Defendant Armstrong delivered all of this material
5 to Mr. Garrison the date he left the SEA Organization and kept
6 nothing in his possession.

7 Thereafter, Defendant Armstrong maintained friendly
8 relations with Hubbard's representatives by returning to the
9 Archives office and discussing the various categories of
10 materials. In fact on February 24, 1982, Defendant Armstrong
11 wrote to Vaughn Young, regarding certain materials Mr. Young
12 was unable to locate for Omar Garrison.

13 After this letter was written, Defendant Armstrong went to
14 the Archives office and located certain materials Mr. Garrison
15 had wanted which Hubbard representatives claimed they could not
16 locate.

17 At the time Defendant Armstrong left the SEA Organization,
18 he was disappointed with Scientology and Hubbard, and also felt
19 deceived by them. However, Defendant Armstrong felt he had no
20 enemies and felt no ill will toward anyone in the Organization
21 or Hubbard, but still believed that a truthful biography should
22 be written.

23 After leaving the SEA Organization, Defendant ARMstrong
24 continued to assist Mr. Garrison with the Hubbard biography
25 project. In the spring of 1982, Defendant Armstrong at Mr.
26 Garrison's request, transcribed some of his interview tapes,
27 copied some of the documentation he had, and assembled several
28 more binders of copied materials. Defendant Armstrong also set

1 up shelves for Mr. Garrison for all the biography research
2 materials, worked on a cross-reference systems, and continued
3 to do library research for the biography.

4 On February 18, 1982, the Church of Scientology
5 International issued a "Suppressive Person Declare Gerry
6 Armstrong," which is an official Scientology document issued
7 against individuals who are considered as enemies of the
8 Organization. Said Suppressive Person Declare charged that
9 Defendant Armstrong had taken an unauthorized leave and that he
10 was spreading destructive rumors about Senior Scientologists.

11 Defendant Armstrong was unaware of said Suppressive Person
12 Declare until April of 1982. At that time a revised Declare
13 was issued on April 22, 1982. Said Declare charged Defendant
14 Armstrong with 18 different "Crimes and High Crimes and
15 Suppressive Acts Against the Church." The charges included
16 theft, juggling accounts, obtaining loans on money under false
17 pretenses, promulgating false information about the Church ,
18 its founder, and members, and other untruthful allegations
19 designed to make Defendant Armstrong an appropriate subject of
20 the Scientology "Fair Game Doctrine." Said Doctrine allows an
21 suppressive person to be "tricked, cheated, lied to, sued, or
22 destroyed."

23 The second declare was issued shortly after Defendant
24 Armstrong attempted to sell photographs of his wedding on board
25 Hubbard's ship (in which Hubbard appears), and photographs
26 belonging to some of his friends, which also included photos of
27 L.R. Hubbard while in seclusion. Although Defendant Armstrong
28 delivered the photographs to a Virgil Wilhite for sale, he

1 never received payment or return of his friend's photographs.
2 When he became aware that the Church had these photographs, he
3 went to the Organization to request their return. A loud and
4 boisterous argument ensued, and he eventually was told to leave
5 the premises and get an attorney.

6 From his extensive knowledge of the covert and
7 intelligence operations carried out by the Church of
8 Scientology of California against its enemies (suppressive
9 persons), Defendant Armstrong became terrified and feared that
10 his life and the life of his wife were in danger, and he also
11 feared he would be the target of costly and harassing lawsuits.
12 In addition, Mr. Garrison became afraid for the security of the
13 documents and believed that the intelligence network of the
14 Church of Scientology would break and enter his home to
15 retrieve them. Thus, Defendant Armstrong made copies of
16 certain documents for Mr. Garrison and maintained them in a
17 separate location.

18 It was thereafter, in the summer of 1982, that Defendant
19 Armstrong asked Mr. Garrison for copies of documents to use in
20 his defense and sent the documents to his attorneys, Michael
21 Flynn and Contos & Bunch.

22 After the within suit was filed on August 2, 1982,
23 Defendant Armstrong was the subject of harassment, including
24 being followed and surveilled by individuals who admitted ..
25 employment by Plaintiff; being assaulted by one of these
26 individuals; being struck bodily by a car driven by one of
27 these individuals; having two attempts made by said individuals
28 apparently to involve Defendant Armstrong in a freeway

1 automobile accident; having said individuals come onto
2 Defendant Armstrong's property, spy in his windows, create
3 disturbances, and upset his neighbors. During trial when it
4 appeared that Howard Schomer (a former Scientologist) might be
5 called as a defense witness, the Church engaged in a somewhat
6 sophisticated effort to suppress his testimony. It is not
7 clear how the Church became aware of defense intentions to call
8 Mr. Schomer as a witness, but it is abundantly clear they
9 sought to entice him back into the fold and prevent his
10 testimony.